

**MINNESOTA SPORTS FACILITIES AUTHORITY
900 SOUTH 5TH STREET
MINNEAPOLIS, MN 55415**

**REQUEST FOR PROPOSALS
(RFP)**

SITE SURVEYING

JANUARY 14, 2013

REQUEST FOR PROPOSAL
Surveying Firm

A. Introduction

The Minnesota Sports Facility Authority (the “Authority”) issues this Request for Proposals (“RFP”) to seek an experienced proposer (“Proposer”) or proposers (“Proposers”) to provide surveying services to the Authority. It is the intent of this RFP to solicit proposals to perform the required surveying services.

B. Services Included in this RFP

This RFP seeks a variety of surveying services, including the following Basic Services:

Basic Services

The current survey of the Metrodome property prepared by Clark is incomplete for both design and platting purposes. Hard and electronic copies of the Clark survey will be available upon request. Please provide a time and material not to exceed proposal to provide professional surveying services as described hereafter:

Scope of Services

Complete boundary and topographic survey of additional properties outside of the Metrodome property that are within the proposed Stadium’s 38-acre site. This includes location of all site surface features, existing streets, and underground utilities. The limits of the survey will be to the right-of-way lines opposite of adjoining streets or face of adjacent buildings where applicable including the medical office building at the intersection of Park Ave S and 6th St S. Adjoining streets are defined as those located outside the red line on Exhibit H.

B.1 Boundary Survey

The current conceptual sketch plan of the new Stadium (Exhibit H) impacts 13 uniquely addressed and identified properties. It is likely that each property is legally encumbered in some manner. The most common encumbrances anticipated are easements. Existing easements will be shown to the extent that the information is available

Title Commitments provide the most accurate and up to date title information. Title Commitments are to be prepared for each impacted property and updated as necessary. The properties are identified as follows:

- 1.) 701 3rd Street South, Minneapolis, MN
 - a. PID # 2602924210084
 - b. Owner: Cowles Media Company
- 2.) 713 3rd Street South, Minneapolis, MN
 - a. PID # 2602924210083
 - b. Owner: Cowles Media Company
- 3.) 719 3rd Street South, Minneapolis, MN
 - a. PID # 2602924210097

- 4.)
 - b. Owner: Cowles Media Company
- 811 3rd Street South, Minneapolis, MN
 - a. PID # 2602924210102
 - b. Owner: 811 3rd Street South LLC
- 5.) 300 9th Avenue South, Minneapolis, MN
 - a. PID # 2602924120017
 - b. Owner: 301 9th Ave S LLC
- 6.) 309 9th Avenue South, Minneapolis, MN
 - a. PID # 2602924120024
 - b. Owner: 309 9th Ave S LLC
- 7.) 401 Chicago Avenue, Minneapolis, MN
 - a. PID # 2602924210071
 - b. Owner: Metropolitan Sports Facilities Commission
- 8.) 530 Chicago Avenue, Minneapolis, MN
 - a. PID # 2602924210070
 - b. Owner: County of Hennepin
- 9.) 424 Chicago Avenue, Minneapolis, MN
 - a. PID # 2602924210098
 - b. Owner: Minneapolis Venture LLC
- 10.) 701 4th Street South, Minneapolis, MN
 - a. PID # 2602924210099
 - b. Owner: Minneapolis Venture LLC
- 11.) 700 4th Street South, Minneapolis, MN
 - a. PID # 2602924210085
 - b. Owner: Cowles Media Company
- 12.) 716 4th Street South, Minneapolis, MN
 - a. PID # 2602924210086
 - b. Owner: Cowles Media Company
- 13.) 728 4th Street South, Minneapolis, MN
 - a. PID # 2602924210090
 - b. Owner: Cowles Media Company

B.2 Topographic Survey and Utility Survey

The Topographic and Utility Survey will depict the site features located by field survey methods within the limits shown on the included attachment. The survey will be performed to a level of precision adequate to produce 1 ft. contours. The utilities will be located to the “Quality Level C” standard. A Gopher State One Call will be completed for this portion of the survey.

Typical Topographic Features

- Curb and gutter
- Roadways / sidewalks
- Parking lots
- Buildings / structures
- Landscaping / vegetation
- Signs / billboards

- Tunnels
- Other permanently mounted site features
- Spot elevations as appropriate noted to the nearest hundredth of a foot

Utilities

- Storm Sewer (rim, invert and direction, pipe size and material)
- Sanitary Sewer (rim, invert and direction, pipe size and material)
- Water (valves, hydrants and piping)
- Gas
- Electric
- Telephone / communications / fiber optic
- Steam lines
- Chill Water lines

The utility survey may require assistance and or permission from the City of Minneapolis. The Surveyor will be responsible for coordinating with the City prior the beginning of the survey.

It is also possible that the above described methods of utility location will not be adequate to obtain the level of detail required for the most sensitive utilities. If that scenario arises the design team will identify the specific utilities in question. The surveyor will then contract with a Subsurface Utility Engineering (SUE) firm to locate the utilities to the “Quality Level B” standard. This work is to be procured under a time and material basis.

B.3 Additions to Clark Survey

Field review provided survey and update to existing conditions including:

1. Locating LRT improvements
2. Complete Gopher State One Call
3. Adding utility locations; watermain, sanitary sewer, storm sewer, fiber, power, communication lines, gas, steam, chill water, etc...
4. Adding all easements and encumbrances as indicated in the title work.
5. Position survey on the Hennepin County Coordinate System, NAD83(86) US Survey Feet (Horizontal), NGVD 29, US Survey Feet (Vertical)

Assumptions

- The Authority shall be responsible for obtaining access rights from landowners prior to commencement of field survey work.

Deliverables

Provide complete boundary and topographic survey of balance of the Stadium Site and merge with modified Clark survey to deliver one all-encompassing boundary and topographic survey of the stadium site for use in design and construction. National Map Accuracy Standards as set forth by the USGS will serve as the basis of our quality control. The format of the deliverable will be AutoCAD Civil 3D 2012 including a three dimensional surface and all native base

mapping points, features, breaklines, etc. The boundary survey will be prepared to a mapping scale of 1" = 30'.

B.4 Additional Services

Location of Utilities utilizing Quality Level B.

C. Proposal Requirements

All proposals shall include the information requested in **Exhibit A:**

Contents of Proposal.

Each Proposer submitting a Proposal in response to this request 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 Proposer's sole expense and neither the Authority nor the Team shall, under any circumstances, be responsible for any cost or expense incurred by the Proposers in participating in the RFP process. The Authority and Team shall be allowed to keep any and all materials supplied by the Proposers in response to this RFP.

D. Requested Qualifications

The Authority and Team reserve the right and discretion to determine the appropriate degree of qualifications, experience, and responsibility of the Proposers to perform the services that are the subject of this RFP. It is the request and intent of the Authority and Team that Proposers responding to this RFP have the requisite qualifications in at least the following major qualification groups.

1. Experience and Success Rate

Substantial experience in providing surveying services to owners of professional or major collegiate sports venues, or similarly significant projects of the nature required by this RFP, and examples of the successes Proposer has achieved in similar engagements.

2. Knowledge

Knowledge and ability to work with local governments and utility providers to accomplish the scope within this RFP..

E. Questions Regarding Request for Proposal

A Pre-proposal meeting will be held on January 16, 2013 at 2pm in the Authority's conference room.. The Authority reserves the right to reject any Proposal received from a Proposer not in attendance at the Pre-proposal meeting.

Any questions concerning this RFP should be directed to the following:

Steven C. Maki, PE
Director of Facilities & Engineering
900 South 5th St.
Minneapolis, MN 55415
Fax: 612.332.8334
Email: steve.maki@msfa.com

All questions or requests for information must be submitted in writing. Material clarifications or revisions to the Request for Proposal will be provided by subsequent correspondence or addenda to all Proposers.

F. Proposal Timeline

1. January 14, 2013: Advertisement of RFP.
2. January 16, 2013: 2pm Pre-proposal meeting MSFA Conference Room.
3. January 16, 2013: Closing date and time for written questions.
4. January 18, 2013: 3pm Proposal Deadline.
5. January 22, 2013: Contract execution with Successful Proposer.

All Proposals must be hand delivered to the addresses set forth above by 3:00 p.m. CST on January 18, 2013 (“Proposal Deadline”). Four (4) copies of each Proposal must be provided. Each proposal shall be provided in a single bound volume. Six copies shall be sent to each of the addresses set forth in Section E above. Fax or e-mail submissions may be rejected.

The Authority reserves the right to modify this Proposal Timeline.

G. Selection Process

As permitted by the Act, the Authority intends to use a competitive negotiation process to determine which Proposal(s) will be most advantageous to and in the best interest of the Authority. The Authority will review and evaluate all Proposals received.. The selected Proposer will then enter into discussions and negotiations with the Authority, who will determine which Proposer’s Proposal is most advantageous to the Authority.

Nothing in this RFP shall require a contract to be awarded for all services solicited in this RFP. The Authority reserves the right to award separate contracts for any one or more of the service categories identified herein, and to not award a contract for any particular service solicited in this RFP. The Authority does not encourage or discourage joint venturing among Proposers.

If multiple Proposers submit a Proposal as a joint venture, the Proposal shall clearly designate the specific services proposed to be performed by each joint venture partner and the

amount of proposed compensation to be received by each joint venture partner as a percentage of the total compensation received by the joint venture. The Authority reserves the right and discretion to award a portion of the services solicited in this RFP to one joint venture partner and not the other joint venture partner or partners.

If the Proposal includes a proposed subconsultant or subconsultants, the proposed subconsultants will be subject to the approval of the Authority. The Authority reserves the right to reject any proposed subconsultant in its sole discretion. The Proposal must designate the particular services that the Proposer suggests would be performed by subconsultants and the amount of proposed compensation to be received by each subconsultant as a percentage of the total compensation received by the Proposer.

If part of Proposer's proposed compensation is performance based, Proposer must explain its performance compensation proposal in detail, how it would be measured and verified, and whether it would be tied to actual hours worked on the Project.

After discussions and negotiations, the Authority will select the Proposer or Proposers deemed by the Authority to be qualified and best suited among those submitting proposals, on the basis of the following evaluation criteria:

1. The experience, qualifications, skill and professionalism of the Proposer's key personnel committed to this Project.
2. Proposer's responses to **Exhibit A: Contents of Proposal**.
3. The Proposer's capacity to provide high quality services as described by this RFP.
4. The Proposer's relevant experience, expertise, qualifications, and success in providing services of the type described in this RFP. It is expected the successful Proposer will demonstrate previous successful provision of similar services to comparable projects.
5. The Proposer's financial proposal, including price and terms, including full disclosure of the breakdown of all fees, costs or compensation proposed to be paid from the Proposer's compensation to joint venture partners, subconsultants, or any other unaffiliated persons, institutions, organizations, associations or groups in furthering the Proposer's work.
6. Acceptance of the contractual terms that are proposed to govern the relationship with the Proposer.
7. The degree to which the Proposer is a minority owned business, woman owned business or owned by a disabled individual.

This RFP specifies minimum requirements and should be responded to in all respects. In addition, Proposers should and are encouraged to submit alternatives and recommendations that may be of interest to the Authority and Team.

Notwithstanding anything to the contrary in this RFP, the Authority reserves the right to award to the Proposer whose Proposal is most advantageous to the Authority and in its best interest as determined by the Authority in its sole discretion. No Proposer shall be entitled to rely on any oral representations or statements made by the Authority during the RFP process. After the commencement of this RFP process, all communications shall be by e-mail to the person listed in Section E above. If any Proposer attempts any unauthorized communication, the Authority may reject that Proposer's Proposal.

The Authority shall have the sole discretion to determine the responsibility of Proposers and the responsiveness of Proposals, which the Proposers agree shall not be subject to challenge unless it is arbitrary, capricious, or not supported by substantial evidence. Any protest to the procedures set forth in this RFP must be submitted in writing to the Authority within seven days after receipt of the RFP; otherwise such protest or challenge shall be deemed waived. By submitting a Proposal, the Proposer affirms that it has no protest or challenge to the procedures set forth in this RFP. The Authority shall decide all matters raised in any protest or challenge in question, and their decision shall be final and not appealable unless arbitrary, capricious, or not supported by substantial evidence. In no event shall any Proposer be entitled to attorneys' fees, bid preparation costs, or other damages in a protest of an award pursuant to this RFP. The Authority reserves the right to waive any irregularities or informalities in the Proposals presented by any Proposers.

The issuance of this RFP constitutes only an invitation to submit Proposals. It is not to be construed as a request for bids, but as a means by which the Authority can facilitate the acquisition of information related to the purchase of professional services. Any Proposal submitted as provided herein constitutes a suggestion to supply information and to negotiate, and is not a bid.

The Authority reserves the right, in its sole and absolute discretion, to determine whether any aspect of the Proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s), the right to reject any or all Proposals with or without cause, and the right to cancel and amend, in part or entirely, the RFP.

Evaluation of proposals by staff or by any other group are advisory, and such evaluations are for the sole benefit of the Authority, and as such, they are not binding upon the Authority nor may they be in any way relied upon by a Proposer.

H. RFP Process

This RFP, responses to it, and any subsequent negotiations and discussions shall in no way be deemed to create a binding contract or expectation of an agreement between the Proposer and the Authority.

The Authority reserves the right to accept or reject any or all Proposals, to amend or alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in proposals submitted. The Authority also reserves the right

to accept or reject any individual sub-consultants that the successful Proposer proposes to use. The Authority reserves the right to reject all Proposals.

All Proposals shall remain open for acceptance until 60 days after the Proposal Deadline.

All Proposals are eventually subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Proposals submitted by competing Proposers, and the content of all Proposals is nonpublic data under Chapter 13 until such time as notice to award a contract is given by the Authority. Proposers shall note with their Proposal any proprietary information or other private data in their submittal.

All material submitted becomes the property of the Authority and Team, and will not be returned.

If awarded a contract, the Proposer warrants and agrees to use its best efforts to perform all services in accordance with the contract terms and in accordance with generally accepted standards of care applicable to the services to be performed. The prospective Proposer further warrants and agrees that it shall employ whatever resources are necessary to meet the requirements specified in such contract.

Proposers warrant and represent that they have all necessary licenses and permits and shall comply with all Federal, State, and local laws, codes and ordinances without cost to the Authority or Team.

I. List of Exhibits

- Exhibit A** Contents of Proposal
- Exhibit B** Acknowledgement and Attestation Form
- Exhibit C** Confidentiality Agreement
- Exhibit D** Hiring and Employment Principles
- Exhibit E** Non Collusion Statement
- Exhibit F** Minnesota Department of Human Rights Form
- Exhibit G** Proposed Terms
- Exhibit H Site Plan

Exhibit A Contents of the Proposal

Proposals should include the following information:

A. Approach and Plan

1. Provide a plan of operation that fully addresses how each of the services outlined in the RFP would be provided. Provide an answer for each of the services listed in the Basic Services and Additional Services.
2. Based on Proposer's knowledge of the Project, identify key risks faced by the Authority in connection with the services solicited in this RFP, and how the Proposer would mitigate or address those risks.
3. State who the Proposer would assign to the account as account executive and primary support staff and provide detailed resumés for these key individuals.
4. Describe the responsibilities of the Authority's support staff and how the support staff would interact with the Proposers and others in relation to the services solicited in this RFP.
5. Describe any additional services that have not been outlined in this Request for Proposal that the Proposer offers to clients and that you believe could be of significant benefit to the Authority and Team, together with any related fees for those services.
6. Identify those aspects of administration, including specific challenges faced on this project, which will be critical to the success of the services solicited in this RFP and how the Proposer would address them.
7. Describe the Proposer's approach and success rate in performing the services contemplated in this RFP and Proposer's methodology in determining and verifying that the claimed success was due to or caused by its efforts. Be sure to identify significant projects and discuss how those projects were a success in regard to performing the services of the nature solicited in this RFP.
8. Describe and identify the insurance Proposer carries in connection with its business including type of policy and limits.
9. Describe any proprietary systems that Proposer will employ to deliver the services described in its Proposal, and how they will benefit the Authority and Team and all project participants.
10. Describe any other considerations the Proposer believes to be important to this RFP.

B. Proposer Information

1. Describe the Proposer, its size, number of employees, and annual revenues;
2. Describe the Proposer's general experience in providing service of the nature the Authority seeks and provide a list of recent major construction projects where Proposer has provided similar services with the names of and contact information for the owner's representatives for the respective projects. The Authority may contact any of these representatives;
3. Describe how the Proposer is distinguished from its competitors;
4. Describe any claims, litigation, mediation or arbitration against the Proposer in the last five (5) years; and
5. Describe any conflicts of interest that you may have in representing the Authority, the Team, the National Football League, the City of Minneapolis, the State of Minnesota, or other parties having an interest in the Project that may be construed to be a conflict of interest.

C. Financial Proposal

The Proposer's financial proposal will be a significant factor in the Authority's evaluation of Proposals.

1. Each Proposer shall include a breakdown of its financial proposal identifying the proposed compensation requested to be paid by the Authority to the Proposer and itemizing each component of the compensation with each service proposed to be performed by the Proposer and also itemized to reflect the compensation to be paid to each joint venture partner or subconsultant, if any.
2. Describe Proposer's policy on transparency of income as well as position on the collection of contingency fees, bonus commissions or other income that is not directly related to the delivery of services to the Authority.
3. Confirm that the Proposer's sole remuneration for its services shall be as set forth in response to item C.1, and that Proposer will not receive referral fees, placement fees, commissions, or other compensation from third parties in connection with the performance of the services required by this RFP, including, without limitation, the Construction Manager hired by the Authority.
4. Identify the costs, fees, or other compensation anticipated to be paid from the Proposer's compensation to any other joint venture partner, subconsultant, or unaffiliated person, institutions, organizations, associations or groups in furthering the Proposer's work. Proposer shall not pay from its compensation, any fees, costs or other compensation to any group, institution, or organization

affiliated with the Proposer including, without limitation, any person, group, institution, or organization owned in whole or in part by the Proposer, or the Proposer's officers, directors, shareholders.

D. **Proposed Terms and Conditions of Engagement**

Please provide Proposer's proposed form of contract, including terms and conditions for this engagement. The Authority and Team anticipate that the proposed terms set forth in **Exhibit G** will be used in the contract. Accordingly, the Authority and Team request that the Proposer identify any and all essential changes the Proposer would require to the proposed terms set forth in **Exhibit G**, which changes will be discussed by the Authority and Team during discussions and negotiations. Failure to request a change prior to discussions and negotiations will preclude the Proposer from later requesting negotiation or changes.

Exhibit G

PROFESSIONAL AND TECHNICAL SERVICES CONTRACT

This agreement (“Agreement”) is hereby made this ___ day of ___, 2013, by and between the Minnesota Sports Facilities Authority (“Authority”) and _____ (“Contractor”).

RECITALS

WHEREAS, the Authority seeks an experienced Surveyor to provide surveying services to the Authority as contemplated in Section 17, subdivision 1, of Minnesota Laws 2012, Ch. 299 (the “Act”).

WHEREAS, it is Authority’s intent to retain Contractor to perform the services as delineated herein and in the RFP used by the Authority to solicit proposals for the services covered by this Agreement, which RFP is incorporated herein for all purposes.

WHEREAS, Contractor represents that it is duly qualified to perform all services described in this contract to the satisfaction of the Authority.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are an integral part of this Agreement, the following terms and conditions, and such other and further consideration, receipt of which is acknowledged, it is hereby agreed as follows.

1. Term of Contract

- 1.1 *Effective date:* _____. The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the Authority to begin the work.
- 1.2 *Expiration date:* _____, or until all obligations in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- 1.3 *Survival of Terms.* The following Paragraphs survive the expiration or cancellation of this Agreement: ¶8 Liability; ¶9 Audits; ¶10 Government Data Practices and Intellectual Property; ¶13 Publicity and Endorsement; ¶14 Governing Law, Jurisdiction, and Venue; and ¶16 Data Disclosure.

2. Contractor’s Duties

- 2.1 The Contractor, who is an independent contractor and not an employee of the Authority or the Team, will perform the services identified in paragraph 2.3 (the “Required Services”) in a timely manner in full accordance with the Contractor’s Standard of Care. In regard to the Contractor, the phrase “Standard of Care” shall mean that that standard of professional care, skill, diligence and quality that prevail among similarly

situated professionals engaged in the performance of services of the nature required by this Agreement on large scale and complex projects of similar scope, function, size, quality, complexity and detail, including similar NFL stadiums in comparable urban areas throughout the United States.

- 2.2 The Contractor accepts a fiduciary duty of trust and confidence toward the Authority created by this Agreement, and covenants with the Authority to furnish the Contractor's skill and judgment in furthering the interests of the Authority consistent with Contractor's Standard of Care. The Contractor shall use its expertise and efforts to perform the Required Services in an expeditious and economical manner and in furtherance of the interests of the Authority.
- 2.3 The Contractor shall perform the following services ("Required Services"):

Scope of Services

Complete boundary and topographic survey of additional properties outside of the Metrodome property that are within the proposed Stadium's 38-acre site. This includes location of all site surface features, existing streets, and underground utilities. The limits of the survey will be to the right-of-way lines opposite of adjoining streets or face of adjacent buildings where applicable including the medical office building at the intersection of Park Ave S and 6th St S. Adjoining streets are defined as those located outside the red line on Exhibit B.

2.3.1 Boundary Survey

The current conceptual sketch plan of the new Stadium impacts 13 uniquely addressed and identified properties. It is likely that each property is legally encumbered in some manner. The most common encumbrances anticipated are easements. Existing easements will be shown to the extent that the information is available

Title Commitments provide the most accurate and up to date title information. Title Commitments are to be prepared for each impacted property and updated as necessary. The properties are identified as follows:

- 1.) 701 3rd Street South, Minneapolis, MN
 - a. PID # 2602924210084
 - b. Owner: Cowles Media Company
- 2.) 713 3rd Street South, Minneapolis, MN
 - a. PID # 2602924210083
 - b. Owner: Cowles Media Company
- 3.) 719 3rd Street South, Minneapolis, MN
 - a. PID # 2602924210097
 - b. Owner: Cowles Media Company

- 4.) 811 3rd Street South, Minneapolis, MN
 - a. PID # 2602924210102
 - b. Owner: 811 3rd Street South LLC
- 5.) 300 9th Avenue South, Minneapolis, MN
 - a. PID # 2602924120017
 - b. Owner: 301 9th Ave S LLC
- 6.) 309 9th Avenue South, Minneapolis, MN
 - a. PID # 2602924120024
 - b. Owner: 309 9th Ave S LLC
- 7.) 401 Chicago Avenue, Minneapolis, MN
 - a. PID # 2602924210071
 - b. Owner: Metropolitan Sports Facilities Commission
- 8.) 530 Chicago Avenue, Minneapolis, MN
 - a. PID # 2602924210070
 - b. Owner: County of Hennepin
- 9.) 424 Chicago Avenue, Minneapolis, MN
 - a. PID # 2602924210098
 - b. Owner: Minneapolis Venture LLC
- 10.) 701 4th Street South, Minneapolis, MN
 - a. PID # 2602924210099
 - b. Owner: Minneapolis Venture LLC
- 11.) 700 4th Street South, Minneapolis, MN
 - a. PID # 2602924210085
 - b. Owner: Cowles Media Company
- 12.) 716 4th Street South, Minneapolis, MN
 - a. PID # 2602924210086
 - b. Owner: Cowles Media Company
- 13.) 728 4th Street South, Minneapolis, MN
 - a. PID # 2602924210090
 - b. Owner: Cowles Media Company

2.3.2 Topographic Survey and Utility Survey

The Topographic and Utility Survey will depict the site features located by field survey methods within the limits shown on the included attachment. The survey will be performed to a level of precision adequate to produce 1 ft. contours. The utilities will be located to the “Quality Level C” standard. A Gopher State One Call will be completed for this portion of the survey.

Typical Topographic Features

- Curb and gutter
- Roadways / sidewalks
- Parking lots
- Buildings / structures
- Landscaping / vegetation
- Signs / billboards

- Tunnels
- Other permanently mounted site features
- Spot elevations as appropriate noted to the nearest hundredth of a foot

Utilities

- Storm Sewer (rim, invert and direction, pipe size and material)
- Sanitary Sewer (rim, invert and direction, pipe size and material)
- Water (valves, hydrants and piping)
- Gas
- Electric
- Telephone / communications / fiber optic
- Steam lines
- Chill Water lines

The utility survey may require assistance and or permission from the City of Minneapolis. The Surveyor will be responsible for coordinating with the City prior the beginning of the survey.

It is also possible that the above described methods of utility location will not be adequate to obtain the level of detail required for the most sensitive utilities. If that scenario arises the design team will identify the specific utilities in question. The surveyor will then contract with a Subsurface Utility Engineering (SUE) firm to locate the utilities to the “Quality Level B” standard. This work is to be procured under a time and material basis.

2.3.3 Additions to Clark Survey

Field review provided survey and update to existing conditions including:

1. Locating LRT improvements
2. Complete Gopher State One Call
3. Adding utility locations; watermain, sanitary sewer, storm sewer, fiber, power, communication lines, gas, steam, chill water, etc...
4. Adding all easements and encumbrances as indicated in the title work.
5. Position survey on the Hennepin County Coordinate System, NAD83(86) US Survey Feet (Horizontal), NGVD 29, US Survey Feet (Vertical)

Assumptions

- The Authority shall be responsible for obtaining access rights from landowners prior to commencement of field survey work.

Deliverables

Provide complete boundary and topographic survey of balance of the Stadium Site and merge with modified Clark survey to deliver one all-encompassing boundary and topographic survey of the stadium site for use in design and construction. National Map Accuracy Standards as set forth by the USGS will serve as the basis of our quality control. The format of the deliverable will be AutoCAD Civil 3D 2012 including a three dimensional surface and all native base mapping points, features, breaklines, etc. The boundary survey will be prepared to a mapping scale of 1" = 30'.

2.3.4 Additional Services if Authorized by Written Amendment Signed by both Authority and Contractor

Location of Utilities utilizing Quality Level B.

3. Time

3.1 The Contractor shall adhere to and timely perform the Required Services in accordance with the schedule set by the Authority, which may be modified in writing from time to time by the Authority in its sole discretion. In the performance of this Agreement, time is of the essence. The survey shall be completed by 2/8/2013.

4. Consideration and Payment

4.1 The Authority will pay for all services performed by the Contractor under this Agreement as follows:

.1 The Contractor will be paid on the following basis as applicable:

.1 Basic Service 2.3.1 _____

.2 Basic Service 2.3.2 _____

.3 Basic Service 2.3.3 _____

.4 Additional Service 2.3.4 _____

.2 Reimbursement for travel and subsistence expenses actually and necessarily incurred by for approved out-of-state travel as a result of this contract will not exceed \$1.00. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the Authority's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out-of-state.

.3 *Total Obligation.* Notwithstanding any term in this Agreement to the contrary, the total obligation of the Authority for all compensation and reimbursements to the Contractor under this contract will not exceed \$_____.

4.2 Payment

- .1 The Authority will promptly pay the Contractor within 45 days of the date the Authority receives from the Contractor an itemized invoice for the services actually performed and the Authority accepts the invoiced services. Invoices must be submitted monthly and will only be accepted during the last 5 days of each month.

5. Conditions of Payment

- 5.1 All services provided by the Authority under this Agreement must be performed to the Authority's satisfaction, as determined at the sole discretion of the Authority and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations ("Applicable Laws"). The Contractor will not receive payment for work found by the Authority to be unsatisfactory or performed in violation of Applicable Laws.

6. Assignment, Amendments, Waiver, and Contract Complete

- 6.1 *Assignment.* The Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office. Any attempted assignment without said consent shall be void and of no effect.
- 6.2 *Amendments.* Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 6.3 *Waiver.* If the Authority fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 6.4 *Contract Complete.* This contract contains all negotiations and agreements between the Authority and the Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

7. Indemnity and Insurance

- 7.1 Contractor shall defend, indemnify, save, and hold the Authority, the Indemnitees, and their respective directors, officers, agents, and employees of any of them from and against any claims, damages, liabilities, losses and expenses (specifically including attorneys' fees and costs, court fees and costs, and arbitration fees and costs incurred to defend the Authority and Indemnitees' and the Contractor's liability shall not be limited by the amount of limit of insurance Contractor procures to insure its obligations to the Indemnitees) arising from the performance of this Agreement by the Contractor or the Contractor's agents or employees.

- 7.2 Contractor acknowledges and agrees that it has an independent obligation under this Agreement to procure and maintain such insurance as will insure the Contractor's obligations in this Agreement, and further agrees that such insurance is commercially available.
- 7.3 Contractor's obligation to defend as set forth in **Paragraph 7.1** includes the obligation to provide and pay for attorneys to defend the Party or Persons entitled to indemnification under **Subparagraph 7.1**, which attorneys shall be subject to the approval of such Party and Persons; and if such Party or Persons do not approve the attorneys provided by the Contractor, the Contractor shall promptly pay the attorneys fees incurred by the Party or Persons entitled to indemnification.
- 7.4 Without limiting any liabilities or any other obligations, Contractor, at its own expense, shall provide and maintain for all work performed at the Project or for the Authority and Team the minimum insurance coverage of the types and amounts listed below. Not later than one week prior to the Effective Date of this Agreement, the Contractor shall provide a Certificate of Insurance to the Authority and Team evidencing such insurance coverage.

Commercial General Liability (CGL) and Excess Liability

- .1 Contractor shall maintain CGL and, if necessary, commercial excess liability insurance with a limit of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate. The Authority and Minnesota Vikings, LLC ("Team") shall be included as an additional insured under the commercial general liability and under the commercial excess coverage, if any.
- .2 CGL insurance shall be written on Insurance Services Office, Inc. (ISO) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The Authority and Team shall be included as an insureds under the CGL using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under any excess liability policy and endorsement CG 20 37 or equivalent.
- .3 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority and Team. There shall be no endorsement or modification of the commercial general liability to make it excess over other available insurance; alternatively, if the commercial general liability states it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insureds.
- .4 There shall be no endorsement or modification of the commercial general liability limiting the scope of coverage for liability assumed under this Agreement.

Commercial or Business Automobile Liability and Excess Liability

- .5 Contractor shall maintain business/commercial automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned vehicles).
- .6 Coverage as required by this section shall be written on a standard ISO business auto, garage, truckers, or motor carrier policy form. Insurance coverage as required by this section shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. Contractor shall effect insured status for the Authority and Team under coverage required by this section using ISO endorsement CA 20 48 or an equivalent form.
- .7 Contractor waives all rights against the Authority and Team, their agents, officers, employees, and volunteers for recovery of damages to the extent such damages are covered by the business automobile liability or commercial excess liability insurance obtained by selected Proposer pursuant to this Agreement.

Workers' Compensation and Employer's Liability

- .8 Contractor shall maintain workers' compensation and employer's liability insurance.
- .9 The workers compensation coverage shall be in an amount no less than the applicable state's statutory requirements.
- .10 The commercial umbrella/or employer's liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- .11 Contractor waives all rights against the Authority and Team, and their employees, officers, directors and agents for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.

Professional Liability (Errors and Omissions Coverage)

- .12 Minimum limits of insurance under this section shall be \$2,000,000 per claim, \$2,000,000 aggregate dedicated to this Project.

Evidence of Insurance

- .13 Contractor Selected Proposer shall, prior to commencement of any services related to this Agreement, furnish the Authority and Team with Certificate(s) of Insurance executed by a duly authorized representative of respective insurer(s) showing compliance with

the requirements set forth above. Such Certificate(s) of Insurance shall be presented not later than one week prior to the Effective Service Date of this Agreement.

- .14 All Certificates of Insurance shall provide for sixty (60) days written notice to Stadium prior to cancellation or material change of any insurance referred to therein.
- .15 The Description of Operations Section of Certificate of Insurance shall reference the individuals from the Authority and Team who will be in charge of administration of the Agreement.

8. Audits

- 8.1 The Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement contract are subject to examination by the Authority as appropriate, for a minimum of twelve (12) years from the end of the contract. The Contractor agrees to make such books, records, documents, procedures and practices available to the Authority during normal business hours upon request.

9. Government Data Practices and Intellectual Property

- 9.1 *Intellectual Property Rights.* The Authority owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

- 9.2 Obligations

- 9.2.1 *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this contract, the Contractor will immediately give the Authority written notice thereof, and must promptly furnish the Authority with complete information and/or disclosure thereon.
- 9.2.2 *Representation.* The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Authority, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Contractor will indemnify; defend; and hold harmless the Authority, at the Contractor's expense, from any action or claim brought against the Authority to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the Authority's opinion is likely to arise, the Contractor must, at the Authority's discretion, either procure for the Authority the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the Authority will be in addition to and not exclusive of other remedies provided by law.

10. Affirmative Action

- 10.1 For contracts in excess of \$100,000.00, the Contractor certifies that it is in compliance with Minn. Stat. § 363.36.
- 10.2 If the Contractor has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous 12 months, the Contractor must comply with the following Affirmative Action requirements for disabled workers:
- 10.2.1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as

the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

10.2.2 The Contractor will comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

10.2.3 In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, Section 363.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

10.2.4 The Contractor will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

10.2.5 The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, Section 363.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

11. Workers' Compensation

11.1 The Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12. Publicity and Endorsement

12.1 *Publicity.* Any publicity regarding the subject matter of this contract must identify the Authority as the sponsoring agency and must not be released without prior written approval from the Authority. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any

subcontractors, with respect to the program, publications, or services provided resulting from this contract.

- 12.2 *Endorsement.* The Contractor must not claim that the Authority endorses its products or services.

13. Governing Law, Jurisdiction, and Venue

- 13.1 Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Hennepin County, Minnesota.

14. Termination

- 14.1 *Termination by the Authority.* The Authority may cancel this contract at any time, with or without cause, upon 10 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed as Contractor's sole and exclusive remedy. In the event the Authority terminates for cause, and such termination is later determined to have been unjustified, then such termination shall be deemed to have been for convenience and the Contractor's remedies shall be limited to the sole and exclusive remedy specified in this **Paragraph 14.1**. In no event shall the Authority be liable for lost anticipated profits or consequential damages.
- 14.2 *Termination for Insufficient Funding.* The Authority may immediately terminate this contract if it does not obtain funding; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The Authority is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Authority will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available as the Contractor's sole and exclusive remedy. The Authority will not be assessed any penalty if the contract is terminated for lack of funding.

15. Miscellaneous.

- 15.1 Contractor shall be fully responsible for the acts of its employees, independent contractors, and agents and shall take all reasonable precautions to prevent injury or loss and shall be responsible for all damage caused by Contractor or its employees, or agents. Further, Contractor assumes all liability arising out of proven dishonesty of its employees or subcontractors.
- 15.2 Contractor shall comply with all applicable laws, ordinances, codes, and regulations of any federal, state, county, or municipal government, bureau, or department, including any applicable regulations, relative to all of its activities and shall obtain and maintain all necessary licenses and permits at its sole cost and expense. The Authority and Team shall have no

responsibility for fines incurred due to acts or omissions of Contractor, its employees, agents, or subcontractors.

- 15.3 The Authority and Contractor agree that if a dispute of any nature arises out of this Request for Proposal or resulting Agreement, they will first try to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, before resorting to arbitration. If the dispute is not resolved by mediation, Contractor agrees that the Authority shall have the sole and exclusive discretion to determine whether the dispute shall be litigated in a court of competent jurisdiction in Hennepin County, Minnesota, or arbitrated pursuant to the Construction Industry Rules of the American Arbitration Association. To the extent a dispute involves common questions of fact or law that involve third parties whose presence is necessary for complete relief, Contractor consents to the joinder in arbitration of such third parties by the Authority.
- 15.4 Contractor agrees that the Authority and Team, or any of their duly authorized representatives, at any time during the term of the Agreement, shall have access to, and the right to audit and examine, with reasonable notice, any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this Agreement. Contractor shall keep such records for a period of twelve (12) years after the termination of Agreement. Contractor agrees to refund to the Authority and Team any overpayment disclosed by such audit within thirty (30) days of notice by the Authority and Team, and, in the event any such audit shall disclose an overpayment by the Authority and Team of greater than 10% of the amount properly owed, the Contractor shall pay the cost of such audit.
- 15.5 Contractor shall take all steps necessary to safeguard any data, files, reports, or other information from loss, destruction, erasure, or release to outside parties. All costs, expenses, or damages resulting from the loss of such data shall be borne by the Contractor when such loss or damage occurred through the negligence of the Contractor. Any personally identifiable information including personal contact information may not be used for any purpose other than servicing this Agreement. The Contractor may not make any disclosures of it to anyone other than the Authority and Team without providing notice to the Authority and Team and complying with applicable law.
- 15.6 Contractor (including their respective officers, trustees, employees, agents, subcontractors, and assigns) shall keep confidential any and all information which is marked "Confidential" and obtained from the Authority or Team concerning the assets, properties, business, services, clients, trade secrets, organizational structure, philosophy, objectives, financial plans and results, and other information relating to the other party (the "Confidential Information") and shall not use such information

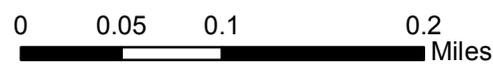
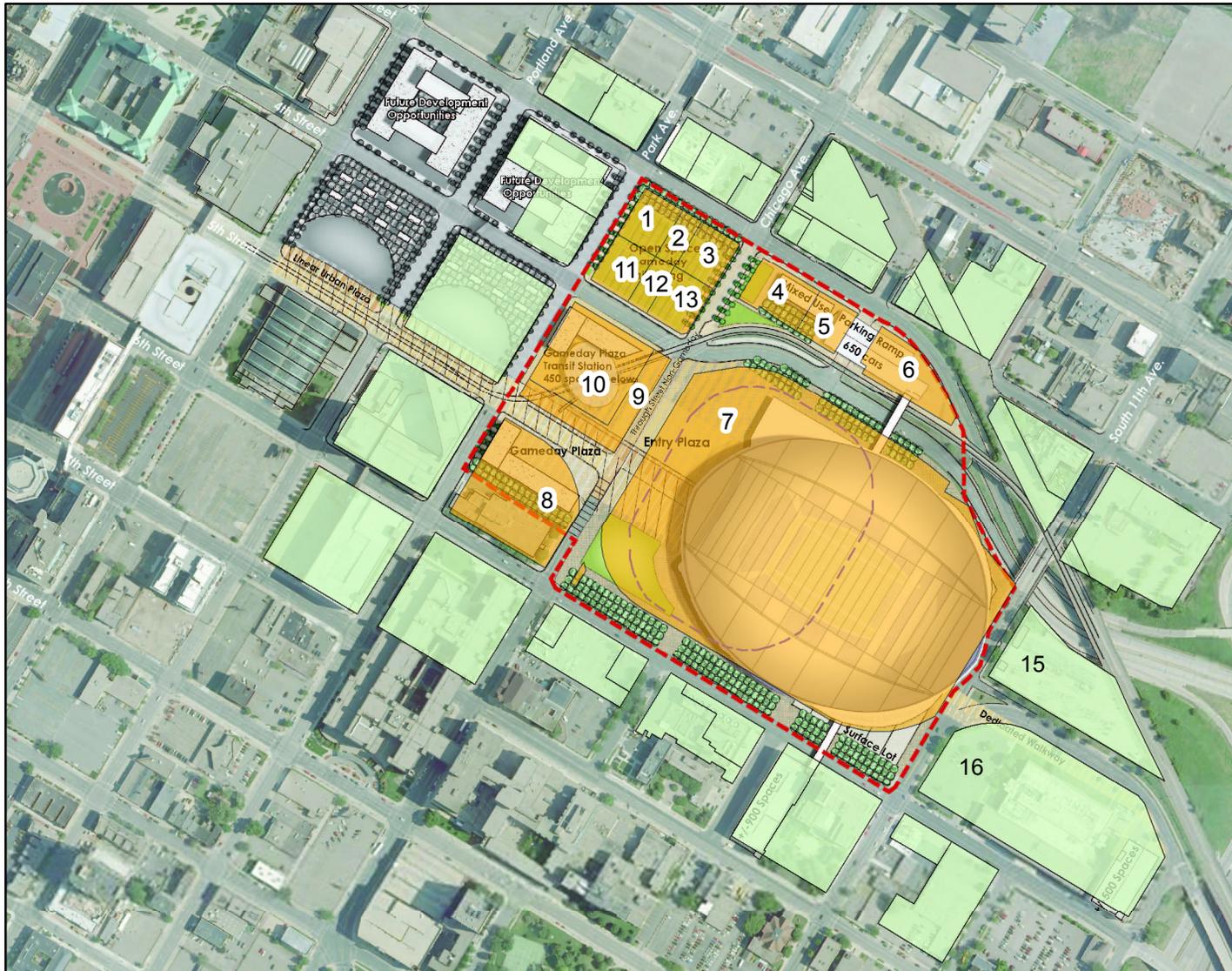
(including without limitation this Agreement) for any purpose other than that purpose contemplated under this Agreement.

- 15.7 All of Contractor's employees furnishing services to the Authority and Team shall be deemed employees solely of Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of the Authority and Team. Contractor shall perform all services as an independent contractor and shall assume all its liabilities as such. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties shall be binding on the Authority and Team. Contractor will make all purchases in its own name and shall not attempt in any way to bind the Authority and Team in its contractual agreements, whether written or oral.
- 15.8 In the execution of the Agreement, the Contractor and all subcontractors agree, consistent with the policies of the Authority and Team, not to discriminate on the grounds of race, color, sex, national origin or citizenship status, age, disability, or veteran status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 15.9 The Authority may contract with more than one Contractor during the term of any Agreement reached under this Request for Proposal. Contractor acknowledges that entry into an Agreement to provide services to the Authority and Team does not obligate the Authority and Team to purchase products or services from Contractor any minimum number of occasions, or at all, during the Agreement term.
- 15.10 Contractor represents and warrants that no trustee, officer, employee, student or agent of the Authority and Team has been or will be employed, retained or paid a fee, or otherwise receive or will receive any personal compensation or consideration of any kind by or from Contractor's directors, officers, employees, or agents in connection with obtaining, arranging, negotiating, or performing this Agreement.
- 15.11 The Authority's and Team's policies requires that the Contractor will report to the Authority and Team the transfer of a Personal Benefit (defined below) valued at more than \$100, individually or in an annual total, to or for the benefit of an employee of the Authority and Team. The report shall include the name of the employee, the date(s) on which the Personal Benefit was provided, the type of Personal Benefit, and the value of the Personal Benefit. This report shall be provided to the Authority's and Team's internal auditor on a quarterly basis, as applicable. Exceptions must be approved in writing by the Authority and Team. Personal Benefit is defined as any benefit from a vendor that inures in whole or in part to an employee of the Authority and Team, the employee's immediate family, a business entity in which the employee or employee's immediate family has a financial interest, whether or not such benefit might influence the employee's judgment. A Personal Benefit

remains a Personal Benefit when combined with goods or services that are beneficial to the Authority and Team.

- 15.12 Without limiting Contractor's fiduciary duties to the Authority, Contractor shall: (i) at all times avoid all conflicts of interest, and the appearance of any conflict of interest; (ii) not accept any remuneration for its services other than the compensation set forth in this Agreement; (iii) be prohibited from accepting or receiving any fees, commissions, placement fees, payments or other compensation of any kind in arising out of or in any way connected with Contractor's performance of the Required Services; and (iv) be prohibited from paying from its compensation under this Agreement any third person any compensation of any kind to any third person, organization, institution, or group owned in whole or in part by the Contractor, the Contractor's officers, directors or shareholders.

Exhibit B - Parcels Impacted by Construction



Created: 1.10.2013

Legend

- Included Parcels
- Adjacent Parcels

Please submit regardless of amount.

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