



KEVIN A. TAYLOR AIA
SENIOR VICE PRESIDENT

November 6, 2012

Re: **Minnesota Multi-Purpose Stadium – Associate Architect RFP**
Project Number 16246

To Whom It May Concern:

HKS has been retained by the Minnesota Sports Facilities Authority (the “Authority”) to be the primary contracting architecture firm (“Architect”) for the design of the new Minnesota Multi-Purpose Stadium (the Stadium”) and related infrastructure (the “Stadium Infrastructure”) located in Minneapolis, Minnesota (the “Project”). HKS hereby respectfully requests your firm to submit a proposal and statement of qualifications to provide the Associate Architect services for the Project. The Project information, including a detailed description of the Project scope along with the Project design schedule is included in the enclosed Design Services Agreement between HKS, Inc. and the Authority dated September 28, 2012 (“Prime Agreement”), for your use in preparing your proposal.

The following summarizes the preliminary program of the Project as outlined the Prime Agreement:

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, include approximately 150 suites and approximately 7,500 club seats, space for NFL team-related exhibitions and sales, which shall include a NFL team museum, a Hall of Fame, retail merchandise and gift shop retail venues, and themed concessions and restaurants, year-round space for the NFL team administrative operations, sales, and marketing, including a ticket office, team meeting space, locker, and training rooms, space for administrative offices of the Authority, and a roof that is fixed or retractable. The Stadium Infrastructure includes on-site parking and off-site surface and structured parking currently anticipated to include a new approximate 1000 stall parking garage, a new approximate 900 stall parking garage, dedicated walkways, and up to four total skyways and tunnels connecting the new or existing parking garages to the Stadium.

Associate Architectural Consulting Services.

1. HKS has contracted with the Authority for the architectural and engineering services of the Project.
2. HKS shall be the Architect of Record for the Project, and your firm, if recommended by HKS and approved by the Authority and Minnesota Vikings Football, LLC (the “Team”) pursuant to the Prime Agreement, would be engaged as an Associate Architect.
3. If engaged, your firm would be required to sign and seal the construction documents that are prepared under its supervision.
4. HKS and the Associate Architect (“AA”) shall each have rights to use the Project information, images, statistics, etc. for their respective firm’s marketing purposes. HKS and AA shall each give proper attribution to the other in their respective marketing collateral material. Note that the use of Project images or information is subject to provisions of the Prime Agreement.

5. HKS will have responsibility for final coordination of all consultants under its contract and their respective services and documents during the course of the design and documentation of the Project.
6. HKS and AA shall be informed and involved in appropriate project meetings, public hearings, and design presentations for the Project agreed between HKS and AA.
7. AA is not entitled nor allowed to sub-contract or assign any portion of its designated services to a third party or individual for any reason without prior written approval from both HKS and the Authority, as well the SDC Group when established.
8. With regard to media contacts of any nature, both HKS and AA shall first direct all inquiries to the Authority and the Team in accordance with the Prime Agreement. If HKS and AA are requested to speak with media representatives, they shall each direct such representatives to include the full and proper name of each firm in any and all publications regarding the Project elements where your firm has provided work scope.

The following represents the anticipated scope of services that should be included in your proposal. Refer to Exhibit 1 of the Prime Agreement for additional information required for architectural services, and also address the following:

Associate Architect Design Consultant Responsibilities

The consultant is expected to provide services to work with HKS and other Project team consultants, as well as the appropriate user group representatives of the Authority and the Team as may be reasonable or necessary, in the design and documentation of the Stadium and Stadium Infrastructure. Your proposal should include, but not necessarily be limited to, the discrete scopes of work listed below that AA has the capability to successfully perform and that are required under Exhibit 1 of the Prime Agreement, and shall include any of the following:

1. Provide a separate fee for architectural services and coordination with targeted structural and MEP consultants for all proposed parking garages (ramps) including: the approximately 650 to 1000 car North parking garage and sky bridge or tunnel to the Stadium; the approximately 900 car south parking facility and sky bridge to the Stadium; and an additional fee for a 350 car garage addition to the south on an existing parking facility with a new sky bridge or tunnel to the Stadium. Coordination of the facades of the parking garages and sky bridges with HKS will be required, as HKS will assume the design lead for the garage and sky bridge facades.
2. Provide a separate fee for architectural drawings associated with providing design development and construction documents elevations for the public concourses, and providing design development and construction documents plans and elevations for the concession and toilet room blocks designed by HKS and coordinated with HKS and the food service consultant.
3. Provide a separate fee for assisting HKS in the services associated with the bidding and negotiation process described in the Prime Agreement, including subcontractor pricing review and attending pre-bid conferences.
4. Provide a separate fee for participation in Project budget meetings, value engineering sessions and processes that may be required under the Prime Agreement if conditions warrant. This activity should be anticipated to occur during each phase of the Project to maintain adherence with the established Project construction budget. This will include development of cost saving

- items lists, participation in cost reduction work sessions, and documenting the results of the cost savings efforts approved by the client in the Project drawings and specifications.
5. Provide a separate fee for coordination with HKS for the Stadium exterior facades. Your firm shall assist HKS in the design development and construction documents and details required in coordination with HKS for HKS' exterior Stadium façade design.
 6. Provide a separate fee for interiors coordination with HKS Interiors for the design development and construction documents and construction administration phases of service including local manufacturer sourcing for FF&E and interiors on the Stadium including the team store, Hall of Fame (if applicable), suites and clubs, suite level lobbies and concourse levels for the Stadium.
 7. Provide a separate fee for services normally associated with two (2) construction administrators for thirty eight (38) months duration at the on-site offices to be provided by the Authority. This should include attending Project meetings, making site visits to observe the quality of construction and preparing Field Observation Reports at appropriate intervals. These services also include advising the senior HKS construction administrator regarding the contractor's applications for payment and signing the necessary certifications for completed work and review of appropriate submittals and responses to RFI's during the construction process. These two individuals would need either laptop computers or desktop computers provided by your firm for the 38 month duration at the office location determined by the Authority.
 8. Provide a separate fee for the Post Construction services required by the Prime Agreement.
 9. Provide coordination with the general contractor/construction manager, and the architectural, landscape, mechanical/electrical/plumbing and other consultants as may be required during each phase of the project. This would include attending coordination and review meetings with the contractor, HKS and other consultants.
 10. Attend Project meetings as required for the proper implementation of the work. Prepare meeting reports for those meetings in which HKS is not in attendance.
 11. Provide a separate fee for assisting HKS in identifying and complying with applicable local, state and national ordinances, codes and regulations, and assist in gaining necessary municipal and state agency approvals that may be required for obtaining building permits, approvals, and Certificates of Occupancy. Make all necessary submittals to municipal and regulatory agencies to gain approval for construction. This will include attendance at any review meetings with regulatory officials for general project review and to gain the required approvals and permits for the Project. Submission of a written building code summary report of the pertinent code sections affecting the consultant's scope of work is required to adequately convey a thorough understanding of the applicable codes to the Project team. This report is to include a list of all the pertinent codes and regulations in which the Project is to be designed.
 12. Note that the Project has established sustainability goals which require that the Project achieve either a minimum 2009 LEED Certified certification or Golden Globes certification. The scope of work includes the services necessary to comply with this requirement, including participation in designated LEED or Golden Globes workshops and charrettes, and update status meetings during all phases of the Project. A summary of compliance with the various LEED or Golden Globes points is to be prepared during each phase of the Project. The Associate Architect is to participate proactively with innovative ideas and suggestions on ways to achieve various specific credits. There will be a separate sustainability consultant or individual that will be responsible for leading the Project team through this effort, as well as preparation and submission of the necessary paperwork and applications. The Associate Architect is to provide exhibits and illustrations necessary for those applications. The fee

- amounts for services associated with achieving sustainability goals are to be included within the professional services fees and considered a part of basic services.
13. The Project documentation will be prepared in the BIM platform Revit, and it therefore will be required that consultant also prepare their documents in Revit for the schematic design, design development and construction document phases. Refer to the Prime Agreement for delivery of Design Document Works.
 14. The consultant's separate fees and scopes will include the preparation of record drawings per the Prime Agreement.

Prior to commencement of services, your firm shall confirm and agree to the following:

1. Provide a statement of qualifications.
2. Provide a list and photographs of no less than three (3) comparable projects of similar complexity. Clearly identify the role of your firm in the projects identified.
3. Provide resumes for the prospective project team members. The personnel resumes should include a summary of experience and list of comparable projects in which the individual has been involved, along with background information on general level of experience, education, licensure (if applicable) and professional organization affiliations.
4. Confirm that your firm is licensed to practice architecture in the State of Minnesota.
5. Include an acknowledgement that consultant understands and agrees with the enclosed "Architect and Consultant Agreement and Release" form stating that they will not be paid for submitted invoices for fees for services and reimbursable expenses until HKS has been paid by the Authority for such fees for services and reimbursable expenses. It is required that this form be executed by consultant prior to commencement of services for the Project. HKS will establish a regular billing cycle for the Project and will actively pursue payments from the client.
6. A statement on the amounts of professional liability insurance as well as general liability, automobile, and workmen's compensation insurance carried, and the identities of the underwriters for this insurance should be included. Also include a summary of any pending litigations or claims. Note that HKS requires consultants to carry coverage of \$5,000,000 per claim with \$7,000,000 annual aggregate in professional liability insurance with waiver of subrogation, and requires HKS and the client to be certificate holders for all insurance and additional insureds for general liability and automobile insurance. Certificates of insurance for all insurance on Acord forms should be submitted with the proposal. Adequate proof of insurance is required before consultant will be authorized to commence with services for the project. Please note that a Targeted Business Plan will be forwarded to you for review.
7. Provide your proposed fees for the Project in the form of stipulated sums, including all expenses in the fees as set forth in the Prime Agreement. The scope of services for the Project, in addition to those previously described, should be based on the Consultant Contract to be used by HKS on this project, which is enclosed for your review, though you are hereby advised that the agreement is currently being reviewed by the Authority and the Team and as a result is subject to revision. Please review this document and acknowledge that the terms and conditions are acceptable. Your response to this request for proposal shall serve as your agreement to all terms and conditions of the attached contract form and no changes will be considered or made to the attached form. Payments of invoices will be withheld in the event your contract is not executed within thirty days of receipt.

8. Provide an Hourly Rate Billing Schedule for your personnel with this signed agreement.
9. Note also that all reimbursable expenses are to be included in your fee.
10. Please refer to the requirements of the General Conditions in Exhibit 10 for the Prime Agreement.
11. Please state your methodology for achieving Minority-owned Business Enterprise (“MBE”) and Women-owned Business Enterprise (“WBE”) participation for all of the work scopes listed within this RFP that your firm desires to perform. Attached is the most current draft of the proposed Minnesota Multi-Purpose Stadium Design Services Agreement WBE/MBE Plan. The Authority anticipates formally adopting the Plan in the near future, but it is subject to change. Once the final version of the Plan is adopted, it will be published on the Authority's website, and it will become part of your Subconsultant agreement with HKS. We will also make every effort to provide you with any updated copy by email.
12. The Authority’s MBE/WBE consultant will provide the list of eligible architectural firms whose work would count towards achieving the participation goals.
13. After the RFP submittal but before the award of the Associate Architect(s) contract(s), your firm will be required to identify the WBE and MBE firms that will be used on the contract. Both the WBE and MBE firms will be identified by name, including the dollar amount and percentage of the work to be performed.
14. Refer to the attached WBE/MBE draft plan for additional requirements.

Please submit eight (8) hard copies of your proposal along with the electronic copy by 3:00pm November 12, 2012 to:

Kevin A. Taylor (2)
1919 McKinney Ave.
Dallas, Texas 75201
ktaylor@hksinc.com

Scott Stenman (3)
900 South 5th Street
Minneapolis, Minnesota 55415
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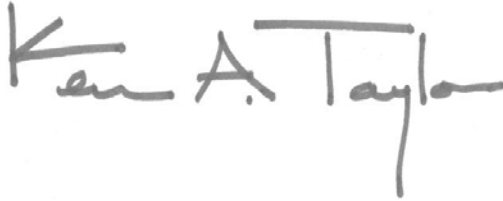
Art Aaron (3)
8101 E. Prentice Ave., Suite 900
Greenwood Village, CO 80111
aaron@iconvenue.com

Interview date for short listed firms:
November 14, 2012
The location of interview:
Halsey Hall in the Metrodome

Associate Architect RFP
November 6, 2012
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Please call with any questions that you may have. We look forward to receiving your response.

Sincerely,

A handwritten signature in black ink that reads "Ken A. Taylor". The signature is written in a cursive style with a horizontal line above the "A" and a long horizontal stroke at the end of the word "Taylor".

Kevin A. Taylor, AIA

Attachments:

1. Agreement between the Authority and the Architect - Design Services Agreement between HKS, Inc. and Minnesota Sports Facilities Authority dated September 28, 2012 ("Prime Agreement")
2. Agreement Between Architect and Consultant
3. Architect and Consultant Agreement and Release
4. Minnesota Multi-Purpose Stadium Design Services Agreement Draft WBE/MBE Plan and cover letter from the Authority
5. Exhibit B Preliminary Site Plan

cc: Mr. Steve Maki
Mr. Jim Cima
Mr. R. Craig Williams
Mr. Bryan Trubey
Mr. John Hutchings
Ms. Kim Cooper