

**REQUEST FOR QUALIFICATIONS  
FOR  
ARCHITECTURAL SERVICES**

**Minor League Baseball Stadium/Entertainment Venue Downtown  
Fayetteville**

**Issued: September 21, 2016**

**Proposal Due Date: October 12, 2016 by 2:00 p.m. EST**

**Contact: Kimberly Toon, Purchasing Manager**

[ktoon@ci.fay.nc.us](mailto:ktoon@ci.fay.nc.us)

910-433-1942

## **Introduction**

The City of Fayetteville, North Carolina (the “City”) is seeking to hire a qualified architectural firm (the “Architect”) to provide design services for the construction of a multi-use entertainment venue to include a minor league baseball stadium (the “Venue”) within the Downtown Fayetteville area. The Stadium is anticipated to be a state of the art, family friendly venue with the flexibility to host outdoor concerts, festivals, community and family-friendly events, in addition to serving as the home field for a Minor League Professional Baseball Club (the “Team”). The City desires to build a multi-use entertainment facility for the public purpose of providing recreational, cultural, and business and community development opportunities for residents of the City, and to further tourism and economic development in the City.

The City is negotiating a master development agreement that will leverage public investments in amenities and infrastructure to induce private sector investment in the downtown. The development proposal contains five core elements:

1. Stadium: The City will develop a the Venue;
2. Prince Charles Hotel: A private development partner will redevelop a historic hotel into a mixed use building with restaurant and retail space on the first floor and apartment units above;
3. Hotel: A private development partner will develop a hotel closely integrated into the Venue with public parking to be owned by the City;
4. New Mixed Use: A private partner will develop a mixed use structure closely integrated with the Venue with ground level retail and apartment units; and,
5. Public Open Space; There may be an opportunity for an open space park or square on the Hay street side of the Venue.

The proposal anticipates an additional residential, retail, and hospitality space in the downtown over the next three years, as well as infrastructure and streetscape updates, additional public gathering spaces and parking.

The City Council has taken action to support the relocation of the Class A Minor League Baseball Fayetteville Team affiliated with the Huston Astros to downtown. The City Council has executed an MOU with the Astros and is in the process of completing final lease documents. A new ballpark will catalyze additional development and bring more residents, shoppers, workers, and visitors to the downtown area.

The City is seeking an architect to develop a final design, specifications and a Request For Proposals (RFP) for a Construction Manager at Risk (CM@R), and to provide a full range of design services for the downtown Venue through completion of construction.

## Venue Requirements

The City contracted with Barrett Sports Group, LLC, Populous and Hunt Construction Group to conduct a market study and develop a building program to successfully attract as many as 300,000 visitors per year. The development budget anticipates \$33 million in hard costs for venue construction (2019 dollars). The Venue will also have the capability to host concerts, community-oriented events, and other sporting events. It must be constructed to facilitate, diverse year-round use for purposes to be defined during the conceptual design process. The Venue will meet the most current version of the Minor League Facility Standards and Compliance Inspection Procedures and include the following program elements, which will be further refined:

- a) Fixed seating, outfield berm seating, and other general admission areas.
- b) Luxury suites including all finishes, furniture, fixtures, and equipment.
- c) Club seats and loge seats including access to a luxury restaurant / bar area.
- d) Concession facilities including specialty cooking and vending areas for club and suite patrons, general commissary, and point-of-sale vending locations, both fixed and portable.
- e) Team facilities including locker rooms, training areas, and ancillary facilities. There is the potential for a “green room” or secondary locker room area for other types of events.
- f) Team store(s), merchandising, concessions, and box office facilities.
- g) Programming and specification of kitchen and vending equipment.
- h) Press facilities including facilities for writing press, radio broadcast, and television broadcast to include all required broadcast and house A/V equipment.
- i) Scoreboard and video board design including facilities for video production.
- j) Graphics and signage including signature naming sponsor signage, wayfinding signage, concessions graphics, regulatory signage and sponsorship graphics.
- k) Team office space.
- l) Programming and budgeting for furniture, fixtures and equipment for all ballpark requirements.

The Venue site is located in the downtown commercial district, on a site bounded by Hay Street, and Ray Ave.

The Venue design must support the elements of the master development agreement. The siting, program and design of the Venue should help stimulate economic development and downtown revitalization, serving as an anchor for downtown activity year-round.

While the City may or may not choose to pursue formal LEED certification, the City would like to consider designs that meet certain energy and sustainability standards.

The Venue must be completed for the start of the 2019 season, and also allow for a soft opening event. The City is also considering the possibility for completion of the Venue by January 2019 – this will require discussion with the selected architect and the construction manager to determine feasibility.

### **Scope of Work**

The City is seeking to engage an Architect of Record that will lead the design effort. The City desires that the Architect engage a local architectural firm as a partner for certain aspects of the Project and that the partner's credentials be included in the RFQ response.

The selected Architect will be required to provide a full range of design services including: (i) advancing the design from the current outline program through the concept design, schematic design, and design development phases; (ii) preparing specifications and other documents necessary to solicit and assist the City in selecting a Construction Manager at Risk (CM@R); (iii) preparing biddable and permittable construction document packages working in conjunction with the selected Construction Manager at Risk (CM@R); (iv) engaging in value engineering, as appropriate; and (v) providing construction administration and project close-out services as required.

The selected Architect will be required to participate in a collaborative process and to work with the City and its consultant team in order to refine the Ballpark Program Statement. The Architect will be required to prepare drawings, renderings, and other presentation materials for presentation of the Project to public sector partners.

The Architect will prepare complete Schematic Design Documents (the "SD Set"). The SD set will be reviewed with the City to ensure that it conforms to the concept design. Concurrently with that process, the SD set will be reviewed for cost, schedule, and constructability issues.

Following the Schematic Design Phase, the Architect will prepare all documents necessary to initiate the process to select the CM@R. The Architect will then prepare the Design Development Drawings (the "DD Set"). The DD set will be reviewed with the City to ensure that it conforms to the schematic design. Concurrently with that process, the DD set will also be reviewed by the CM@R for cost, schedule and constructability issues.

The Architect will also be required to prepare construction documents, which will be reviewed by the City's team and the CM@R, and, if necessary, make adjustments in design to meet budget

at the 50% and 100% completion milestones. The Architect will also be required to provide Construction Administration Services throughout the construction phase of the project.

### **Project Delivery Method**

The City intends to implement the Project via the Construction Management at Risk method with a Guaranteed Maximum Price. The City is seeking a collaborative approach with an integrated team that will harness the talents and insights of all participants to optimize project results, increase value to the City, reduce waste, and maximize efficiency through all phases of design and construction.

The Project will utilize Building Information Modeling (“BIM”) software to allow data sharing directly between the design, construction, and management team. The City intends to maximize BIM’s capability using 6-D BIM – 3D Design, 4D Scheduling, 5D Cost Estimating and 6D-Facilities Management. It is the City’s “goal” that by utilizing the Preconstruction and BIM Process that there will be NO RFI’s in the field due to design discrepancies.

All members of the project team are required to use the software provided and maintained by the CM@R to provide continuous access to important project data as well as up to the minute decision and approval status information.

The City intends to begin preconstruction services during the concept and schematic design phases. The Architect shall be responsible to engage sub-consultants, with the approval of the City, and to complete the team of design and engineering professionals.

### **Project Objectives**

The objective of the programming and preconstruction process, including the use of BIM, is to develop a state of the art venue culminating in a fully coordinated set of design construction documents with predictable costs minimizing field re-work, maximizing pre-fabrication and optimizing schedule and labor loading. Although the design will be created in 3D, drawings will be produced in 2D for permitting, construction, fabrication and installation. The goal of this objective is to:

1. Achieve “Target Value Design” – reducing re-work in design/estimate/re-design cycle
2. Reduce the City’s field presence
3. Provide accurate cost information
4. Provide “Just-in-Time” delivery for labor, materials, equipment and assemblies (Lean Principles)
5. Constructability through designer/consultant collaboration

6. Provide impeccable coordination with continuous exchange of information
7. Ensure the “Target Design Value” never is exceeded, once established
8. Eliminate RFI’s and field initiated change orders due to conflicts in drawings
9. Front load the design process to shift the site learning to the design office
10. Reduce construction schedule time frames due to better coordination
11. Provide more cost effective equipment selections and specifications
12. Create time savings due to more efficient shop drawing review
13. Improve construction quality through a collective team plan
14. Improve documentation for turnover to the City and the tenant

### **Project Schedule**

The project must be completed and available for its intended use for the start of the 2019 Class-A South Atlantic League baseball season. The Architect will propose a schedule to achieve this objective as part of their proposal in response to this RFQ.

The City is also considering the possibility for completion of the Venue by January 2019 – this will require discussion with the selected architect and the construction manager to determine feasibility.

### **Licensing, Accreditation and Registration**

The Architect and all of its sub-consultants (regardless of tier) shall comply with all applicable State and Federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all engineering drawings shall be signed and sealed by a professional engineer licensed in North Carolina.

### **Submission Requirements**

The following components should be submitted in a concise manner as part of the response to this RFQ. Please limit your response to no more than 50 pages.

#### Letter of Introduction

Provide introduction to the company/team and identify any ideas, thoughts or concepts that differentiate your firm/team from the competition.

## General Team Information and Firm Data

1. Official Corporate Name & address
  2. Firm profile(s), including:
    - a. Age
    - b. Firm history
    - c. Firm size currently and one year ago
    - d. Areas of specialty/concentration
  3. Description of the team organization and personal qualifications of key staff, including:
    - a. Identification of the single point of contact for the Architectural team and the lead design architect
    - b. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team including sub-consultants
    - c. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years
    - d. Professional references for key team members Relevant Experience and Capabilities
1. List all projects that the team members have worked on in the last 5 years that are similar to this project. For purposes of this paragraph, similar shall mean providing design services in connection with sports facilities where the total cost of the project (not the services so provided) exceeds \$30 million. This information may be provided in an overview matrix format or brief list; however, it should include the name of the facility and the name of and contact information for the owner. Contact information should include telephone numbers and email addresses.
  2. Detailed descriptions of no more than eight (8) projects that best illustrate the Architect's experience and capabilities relevant to this Project. Provide no more than three photographs per project; photographs should be selected to facilitate evaluation of design capabilities. Photographs need not be submitted for every project for which data is provided, but project data must be provided for all projects. On each project description, please provide all of the following information in consistent order:
    - a. Project name and location
    - b. Name, address, contact person, telephone number, and email address for owner reference
    - c. Brief project description including square footage, firm's scope of work, and key firm strengths exhibited
    - d. Identification of personnel involved in the selected project who are proposed to

work on this Project

- e. Project process and schedule data including construction delivery method, date design began, design completion date, and construction completion date (any unusual events or occurrences that affected the schedule should be explained)
- f. Construction cost data including the original hard costs of construction budget and the actual hard costs of construction
- g. Description of the public bodies, if any, that had significant involvement in the development of the Project, and how your firm engaged with them for the public decision making process
- h. If an infill/urban project, description of the complexity and goals achieved as related to preservation of historic buildings or façades, or integration with existing buildings and streetscape
- i. If a baseball project, description of incorporation of any design or programming elements to accommodate for alternative field or facility uses (ex: other sports, entertainment, or community uses)

### Management Plan

Describe your proposed approach to this assignment, addressing the following points:

1. Methods of team organization and communication: Discuss how your team will coordinate the development of design solutions, the production of contract documents, and construction administration. Be specific with regard to internal and external communications, quality control, and specifications documentation, including responsible individuals.
2. Ability to work within a collaborative design review process: Discuss how your proposed team has performed on past projects which have included interactive design reviews with multiple public agencies, a program manager, construction manager, and the owner.
3. Budget management and control: Discuss your approach / method of designing to budget.
4. Schedule: Develop a realistic outline schedule for the following five stages of the design and construction process: 1-Programming and Concept Design, 2-Schematic Design, 3-CM@R solicitation and selection, 4-Design Development, 5-Construction Drawings, and 6-Contract Administration. This schedule may differ from the tentative schedule included in this document. The facility will need to be substantially completed with an approved certificate of occupancy by January 1, 2019. Discuss your firm's capacity to undertake this Project to meet the 2019 completion date.



## Local Business Utilization Plan

Describe how you will effectively use local firms in this Project, including the roles of these businesses, their experience, and the extent of their involvement. For the purpose of this RFQ, local is defined as within Fayetteville, North Carolina.

## Litigation History

Include a statement detailing whether your firm is currently in litigation or has been in litigation in the past five years. If there is litigation history, please explain each occurrence and the circumstances with the outcome.

## **Selection Criteria**

A firm will be selected based on the following criteria:

1. Design Excellence, Experience & References
  - a. Experience on Minor League Baseball or other professional baseball stadium projects
  - b. Demonstrated use of quality materials, sound and reliable technologies, and demonstrated awareness of function and operational issues of Minor League Baseball parks.
  - c. Experience in producing world class, contemporary architecture that is sustainable, responsive to its setting, and aesthetically pleasing
  - d. Experience with projects in urban, infill locations and/or those that involve preserving historic buildings
  - e. Projects that incorporate alternative field and facility uses in cohabitation with baseball
2. Key Personnel – Architect should assign senior personnel to this Project who have experience in designing and completing minor league ballpark facilities. The availability and experience of the key individuals assigned to this project will be a significant component of the evaluation.
3. Design Team Management Plan – The submission will be evaluated on the clarity of Team’s ability to manage and implement this project, knowledge of the process, impediments that must be overcome, and sufficient staffing of the Project.
4. Local Experience and Participation – The submission will be evaluated on the effective use of local firms within this Project.

## Submission Process and Timeline

**Responses to this RFQ are due at 2:00 PM EST on October 12, 2016.** Seven (7) paper copies and one (1) electronic copy in PDF format must be submitted in a sealed opaque envelope marked “Stadium Architect RFQ” as to indicate its contents, project number, project title, bidder’s name, and address. Bids may be mailed to the City’s Purchasing Department, Attn: Kimberly Toon, Purchasing Manager, 433 Hay Street Fayetteville, North Carolina 28301. Proposals must be prepared in conformance with the guidelines described under “Submission Requirements.” Proposals must be received by the deadline. Proposals received after the deadline will not be considered.

The City will accept questions and inquiries in writing up to and including 5:00 p.m. local time, September 30, 2016. Responses to questions will be sent to all entities having a record of having received this RFQ. Any responses to questions that, in the opinion of the City, might significantly impact proposals will be issued in the form of an addendum to this RFQ, which will be sent to all entities having a record of having received this RFQ.

All responses are subject to public disclosure under the North Carolina Public Records Law. To the extent permissible by law, the City agrees to keep confidential any confidential proprietary information included in a response, provided that (1) the respondent identifies the confidential proprietary portions of the response, (2) the respondent identifies as confidential and proprietary only those portions of the submittal that actually are confidential and proprietary, and (3) the respondent states why protection is necessary. Respondents shall not designate their entire response as confidential and proprietary, nor shall they so designate information that is already public.

In submitting a Qualifications Package, each firm agrees that the City may reveal any trade secret materials contained in such response to all the City staff and the City officials involved in the selection process and to any outside consultant or other third parties who serve on the Selection Committee or who are hired by the City to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret.

The schedule for this procurement is anticipated as follows:

- |  |                    |
|--|--------------------|
| 1. Issue RFQ                               | September 21, 2016 |
| 2. Deadline for Questions / Clarifications | September 30, 2016 |
| 3. Proposals Due                           | October 12, 2016   |
| 4. Notice of Interviews                    | October 14, 2016   |

- |                                |                          |
|--------------------------------|--------------------------|
| 5. Interviews                  | October 20, 2016         |
| 6. Award at Special Meeting    | Week of October 24, 2016 |
| 7. Award and Notice To Proceed | October 31, 2016         |

Pursuant to North Carolina law, pricing information is negotiated after the selection of the top-ranked firm. Please be advised that any firm submitting pricing information as part of their proposal will be EXCLUDED from consideration.

### **Conditions and Reservations**

The City expects to select one firm, but reserves the right to request substitutions of consultants. The City reserves the right to refuse and reject any or all responses to the RFQ, to advertise for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the City in its sole and exclusive discretion. The City reserves the right to waive technicalities and informalities. The City reserves the right to negotiate with one or more firms and is not obligated to enter into any contract with any respondent on any terms or conditions.

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your firm execute a contract.

### **Insurance**

The Engineer/Architect shall provide to the City evidence of Professional Liability Insurance in an amount not less than One Million and No/100 (\$1,000,000.00) Dollars per occurrence and Two Million and No/100 (\$2,000,000.00) Dollars Aggregate and General Liability Insurance.

The Engineer/Architect shall furnish the City with a Certificate of Liability Insurance showing satisfactory proof of carriage of the insurance required hereunder and such insurance shall be approved by the City prior to the Engineer/Architect and any subcontractor of the Engineer/Architect commencing any services under this Agreement. The City of Fayetteville shall be the Certificate Holder and shall be named as an Additional Insured.

## PERFORMANCE EXPECTATIONS

### Fulfilling Contract Obligations

- The selected Architectural Firm (the Architect) will understand and uphold the City's best interest at all times.
- The City's Project Manager and the Architect shall be responsible to review these Performance Expectations periodically, and participate fully in the Project Team Evaluation process.
- The City's Project Manager and the Architect shall be responsible to read, understand and fulfill all items in the contract.
- The Architect is responsible to fulfill all of the requirements of the contract, including the QA/QC plan.
- The Architect shall maintain continuity of staff assignments. Written approval from the City's Project Manager is required prior to changing staff assignments.

### Timeliness/Responsiveness:

- Phone calls shall be returned by the end of the next working day.
- All correspondence which includes a request for response shall be responded to within the specified time frame.
- The Architect shall inform the City's Project Manager in a timely manner of upcoming concerns, problems, etc. such that they can be addressed by the Project Team without delaying the project schedule. The architect shall maintain an exposure log that documents anticipated or potential exposures to the project that are addressed on a weekly basis.

### Clarity:

- The City's Project Manager shall clearly lay out the project goals at the beginning of the project, and communicate additional expectations as soon as they are known.
- The Architect shall request clarification in a timely fashion from the City's Project Team whenever required in order to understand the City's expectations.
- All communication shall be presented in a timely, clear and concise manner.
- With each invoice, a minimum of detail will include date, the City's Purchase Order Number, site visit dates, site visit purpose, related testing, etc.
- The Architect shall provide a signed **Monthly Status Report** and shorter biweekly reports that document any project questions/issues/concerns to be addressed by the Project Team.
- Questions/problems identified in the status reports shall be promptly addressed by the entire Project Team.

**Citizen Contacts:***Citizen Correspondence:*

- The Architect shall provide copies of all correspondence with property owners and third parties associated with the project (other than consultants) according to contract requirements.
- The Architect shall not convey to citizens information on the City's policies or procedures unless otherwise directed by the City's Project Manager.
- The Architect shall represent the City in a professional manner.

*Council/Public Meetings:*

- The Architect shall participate in a professional manner in all Council or public meetings at a level determined by the City's Project Manager (e.g. serve as main speaker, share speaking responsibilities with Project Manager, answer questions etc.).
- The Architect shall prepare exhibits that provide clear, understandable information meeting the specifications set forth by the City's Project Manager and the contract.
- The City's Project Manager will provide a clear description of all exhibits, PowerPoint presentations, handouts etc. to be included in the public meeting. The City's Project Manager will provide a clear explanation of which topics the Architect will be responsible to present at the meeting.

*Construction Committee Meetings:*

- A Construction Committee, made up of City staff, will meet on a regular basis to discuss the project and status. The architect will be required to attend the Construction Committee meetings to provide project updates as necessary.

**Providing Quality Submittals**

- The Architect is responsible to ensure that their QA/QC plan is followed throughout the project.
- The Architect shall provide recommendations/solutions that are innovative, appropriate, practical, feasible, cost effective, meeting the goals of the project.
- The Architect shall submit high quality work that meets all the City's standards, criteria and requirements as set forth in the Contract Scope.

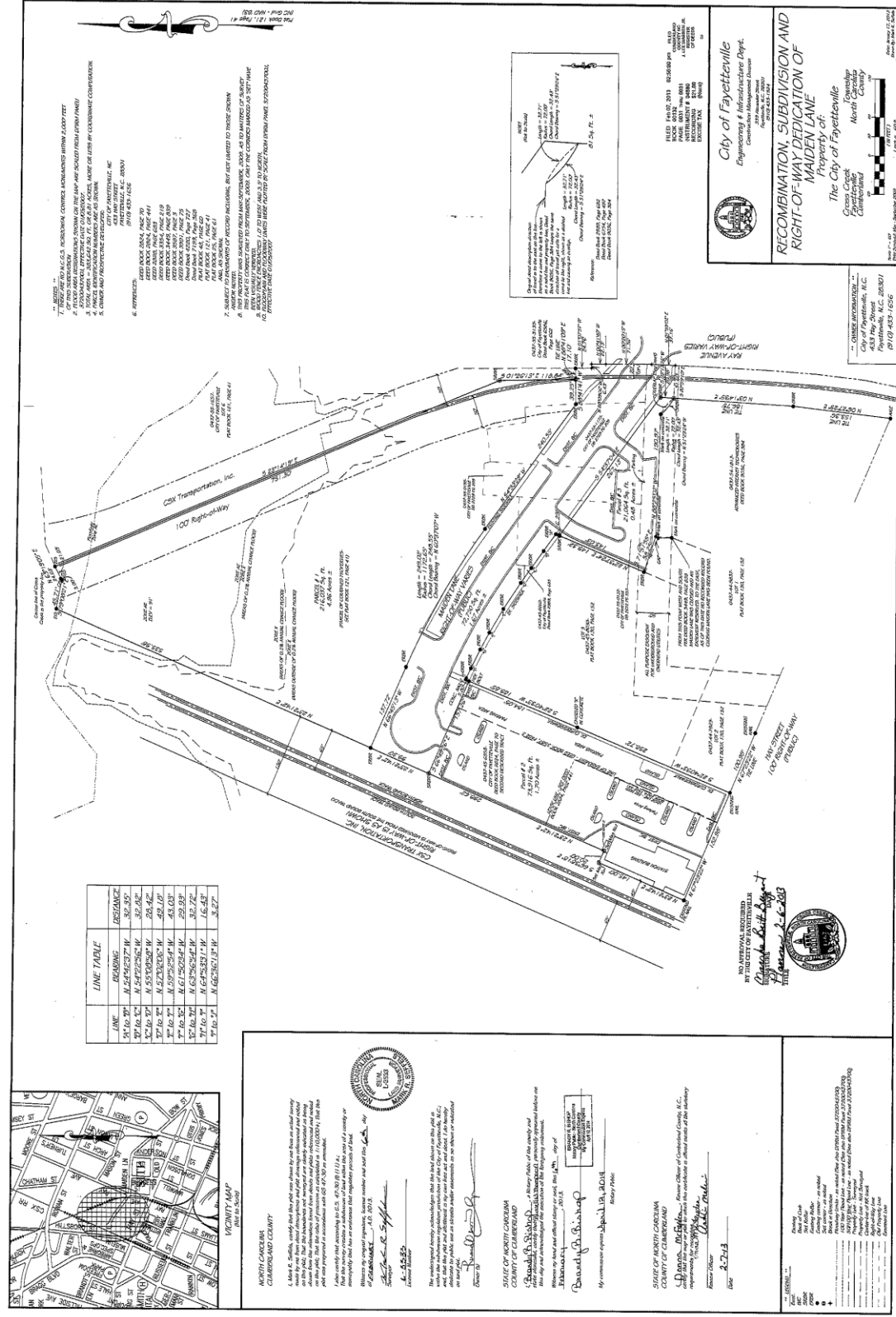
**Meeting Milestone Deadlines**

- The Architect shall meet all milestone deadlines as identified in the Contract Scope.
- The City's Project Team shall meet all review milestone deadlines as identified in the Contract Scope.

## **Meeting Budgets**

- The Architect shall work within the parameters of the budget and invoicing procedures as specified.
- No transition of funds from one task or another, or use of Specified or Unspecified Additional Services monies shall occur without prior written approval from the City's Project Manager.
- The Architect is responsible for recommending alternative selections, design parameters, proposed alignments, major project features, and special provisions etc. that follow the City standard practices and meet the goals of the project. The Architect is responsible to obtain clarification from the City's Project Manager prior to spending significant time on major tasks. The City will not compensate the Architect for any alternatives, alignments, and submittals etc., developed by the Architect without prior approval from the City's Project Manager that does not meet the goals of the project.

# Exhibit 1 – Site Map

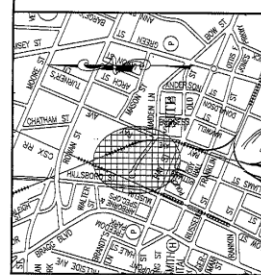


1. **NOTES:**  
 A. THESE PLANS AND SPECIFICATIONS SHALL BE CONSIDERED AS SUPPLEMENTARY TO THE STANDARD SPECIFICATIONS FOR ROAD AND PAVEMENT WORK AND THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS AND BRIDGES AS PUBLISHED BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.  
 B. ALL UTILITIES SHALL BE SHOWN AS LOCATED FROM PLANS AND SPECIFICATIONS.  
 C. ALL UTILITIES SHALL BE SHOWN AS LOCATED FROM PLANS AND SPECIFICATIONS.  
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**City of Fayetteville**  
 Engineering & Infrastructure Dept.  
 Comprehensive Management Division  
 100 West 1st Street  
 Fayetteville, NC 28401  
 919-433-1516

**RECOMBINATION, SUBDIVISION AND RIGHT-OF-WAY LANE**  
 100 RIGHT-OF-WAY LANE  
 The City of Fayetteville  
 Cross Creek  
 Fayetteville, North Carolina  
 28401

LINE	BEARING	DISTANCE
1	S 88° 12' 30" W	1.24
2	N 82° 42' 30" W	32.35
3	S 88° 12' 30" W	1.24
4	N 82° 42' 30" W	32.35
5	S 88° 12' 30" W	1.24
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14	N 82° 42' 30" W	32.35
15	S 88° 12' 30" W	1.24
16	N 82° 42' 30" W	32.35
17	S 88° 12' 30" W	1.24
18	N 82° 42' 30" W	32.35
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48	N 82° 42' 30" W	32.35
49	S 88° 12' 30" W	1.24
50	N 82° 42' 30" W	32.35



**STATE OF NORTH CAROLINA**  
 COUNTY OF CHERRYLAND  
 I, Brandon R. Riddick, of the County of Cherryland, State of North Carolina, do hereby certify that the above and foregoing is a true and correct copy of the plat of the subdivision of the land herein described as shown on the attached plan and that the same is subject to the provisions of the laws of North Carolina relating to the subdivision of land.  
 My commission expires 10/15/18.

Brandon R. Riddick  
 Mayor  
 My commission expires 10/15/18.

**STATE OF NORTH CAROLINA**  
 COUNTY OF CHERRYLAND  
 I, James H. Miller, of the County of Cherryland, State of North Carolina, do hereby certify that the above and foregoing is a true and correct copy of the plat of the subdivision of the land herein described as shown on the attached plan and that the same is subject to the provisions of the laws of North Carolina relating to the subdivision of land.  
 My commission expires 10/15/18.

James H. Miller  
 Mayor  
 My commission expires 10/15/18.

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James H. Miller  
 Mayor  
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