



REQUEST FOR PROPOSALS
CLUBS AND SUITES AV CONTROLS SYSTEM
FOR CAPITAL IMPROVEMENT TO U.S. BANK STADIUM
IN MINNEAPOLIS, MINNESOTA

April 28, 2025

A. Project Background and Objectives

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

As set forth in the Act, the Authority may make capital improvements to design, development and construction of the Stadium and the Stadium Infrastructure, and the certain capital improvements that the Authority is soliciting in this Request for Proposals (“RFP”) shall be referred to in this RFP as the “Project”. To that end, the Authority has prepared this RFP for the CLUBS AND SUITES AV CONTROLS SYSTEM. Those who respond to this RFP shall be referred to as “Proposers”.

The Project is located at the Stadium. The Specification Documents identifying and indicating the scope of the Project are also incorporated within this RFP as **Exhibit A**. The Specification Documents meet the standards required for a National Football League (“NFL”) franchise, as well as additional standards established by the Authority. The Project must be completed by September 5, 2025 (the “Required Completion Date”).

B. Scope of Services: The successful Proposer to the RFP will be engaged to provide and install a new clubs and suites AC controls system (as further described in the RFP and any addenda that will be issued to this RFP) including, without limitation:

- Acquire all permits and conform to local and State codes.
- Design, provide, install, hook up, coordinate, test, and perform final inspection/verification on all items required to complete the work associated with the Project. This includes receiving, inspecting, uncrating, and removal/disposal of packing material. Clean-up of all work areas is required as part of this scope, including responsible recycling of construction debris.

- All necessary tools, equipment, and components (cords, connections, fasteners, etc.) as needed to provide a turnkey installation and delivery of the Project.
- Provide testing and commissioning of system(s).
- All premium (overtime) hours required to meet the Project schedule and scope, not including time added due to Owner revisions/additions.
- Two-year on-site warranty to repair or replace the work and services constituting the project.
- The work required for the Project must be coordinated with the event schedule for the venue. Accommodations must be made for guest, staff, and client access. In addition, some events require no or limited work due to noise constraints.

C. Intent and Process of the Request for Proposals

This RFP is focused on the selection of Proposer that will provide the best value to the Authority in the identification, design, coordination, supply, construction, installation, commissioning, and final testing/inspection of the Project.

Proposers should have significant experience in design and construction similar to the Project that is the subject of this RFP. It is the desire of the Authority to consider as part of its selection criteria the commitment of the Proposer to exert good faith efforts to comply with the plan of the Authority to ensure equitable opportunities for Minority Owned Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) to participate in the Project. The successful Proposer or Proposers must also demonstrate the ability to exert good faith efforts to comply with workforce goals and targeted zip code hiring goals, and work with organizations to develop effective MBE, WBE and workforce recruitment efforts during the preconstruction, design, construction management, and the construction of the Project. The Authority has developed an Equity Plan available on its website, and as described below, each Proposer should provide a plan describing how they will encourage the participation and utilization of appropriate workforce, MBEs and WBEs in the Proposers’ performance of their services. MBEs and WBEs that are interested in acting as the Proposers for the Project are encouraged to respond to the RFP.

D. Requested Qualifications

The Authority reserves the right and discretion to determine the qualifications and responsibility of the Proposers to perform the work and services that are the subject of the RFP. It is the request and intent of the Authority that Proposers responding to the RFP have the following qualifications.

- Significant experience in the design, coordination, supply, installation, and testing of projects similar to the Project that is the subject of this RFP.
- In-house capacity to produce necessary selection, construction, and schedule documentation, which does not preclude any Proposer from also identifying potential sub-consultants that could assist in producing such design, estimates and schedules.
- Performance and payment bonding capacity or ability to obtain bonding capacity to the full amount of the selected scope of the Project System contained within the submitted Proposal.

E. RFP Timeline

Advertise and issue Request for Proposals April 28, 2025

Pre-proposal Site Visit

In lieu of a Proposal Conference, ASM Global staff will schedule individual times for each interested Proposer to do a site walk through. Times are by appointment only and must be scheduled through Samantha Thompson at email: Samantha.Thompson@USBankStadium.com . A site visit is mandatory prior to submitting a proposal.

Pre-proposal Site Visit Dates	May 2, 2025
Written Questions Due	May 9, 2025 @ 4pm CDT
Proposals Due	May 19, 2025 @ 4pm CDT
Interviews of Shortlisted Proposers	May 21, 2025
Final Negotiations	May 23, 2025
Selection of Provider	May 29, 2025
Project Completion – Substantially Complete	August 29, 2025
Final Completion	September 5, 2025

By submitting a Proposal, the Proposer affirms that this timeline must and can be met to avoid the potential for significant harm to the progress of the Project and to the interests of the Authority and public.

F.1 Proposer Qualifications

The following items shall be included in a Proposal executive summary:

- Proposer's name and address of office that would have central responsibility for the work. Identify the business form of Proposer and list the principal shareholders or other business owners. If the proposed form of entity is a joint venture, please identify each joint venture participant and their respective percentage of participation. Provide a summary, on three pages or less,

describing why the Proposer is the most qualified to be the Provider for the Project.

- Provide copies of Proposer's certificates of insurance showing Proposer's current total limits of liability for commercial general liability, worker's compensation, employer's liability, business automobile liability, and professional liability.
- Provide a representative list of similar projects managed by Proposer during the last 5 years or that are currently under construction or management. Include:
 - Project name.
 - Project location.
 - Contracting or ownership entity.
 - Project description; listing dates of construction. List key principal of Proposer who was responsible for the project.
 - Key contact or reference from project Owner including name, title, email, and telephone number.
- Provide evidence of Proposer's capacity to provide or obtain performance and payment bonds in a letter from Proposer's bonding company listing Proposer's single project bonding capacity or limit. If Proposer is a joint venture, describe the joint venture's plan to provide bonding capacity.
- Complete and submit a fully executed confidentiality agreement.
- Submit response to State of Minnesota "Affirmative Action Data" form, "Statement of Non-Collusion", "MN Dept of Human Rights – Certificate of Compliance", and "Acknowledgement and Attestation" forms.
- Submit your proposals for the exhibits listed below to the draft Trade Contractor Agreement, which Proposer should anticipate will likely become exhibits to the final, executed Trade Contract should the Proposal be accepted. In addition to being attached to the Trade Contract Agreement, these exhibits are also directly attached to this Request for Proposals in order to bring them to Proposers' direct attention. In their Proposals, Proposers should label these proposed exhibits using the exhibit numbers set forth below.
 - Exhibit 1 – Description of Trade Contractor Work. Proposer should provide its proposed form of Exhibit 1 and should indicate any proposed changes to the terms provided by the Authority by including a red-lined version of its proposed version.

- Exhibit 2 – Trade Contract Amount. In addition to providing the itemized pricing information requested below in Section F.2, Proposer should provide its proposed version of Exhibit 2.
 - Exhibit 3 – Equity Plan Form. Proposer should fill out the form providing the information requested regarding its planned compliance with the Equity Plan.
 - Exhibit 4 – Construction Schedule. Proposer should provide its proposed schedule.
 - Exhibit 5 – Bonds. The Authority has provided its form for the required payment and performance bonds. As part of providing information regarding its bonding capacity, Proposer should indicate whether it has any proposed changes to the Authority’s forms. If Proposer has any proposed revisions, it should include both a red-lined and a clean version of its proposed version in its Proposal.
 - Exhibit 6 – Warranty. The Authority has provided its form for the required warranty. If Proposer has any proposed revisions, it should include both red-lined and clean versions of its proposed version in its Proposal.
- If Proposer has any other proposed revisions to the Trade Contractor Agreement (Exhibit B to this RFP), it should include both red-lined and clean versions of its proposed version in its Proposal.

F.2 Submittal Requirements: Evaluation of Proposals

Proposers shall include the following items in their Proposal. As described below, the Authority will score Proposals on a point system, with some criteria being graded on a pass-fail basis. Proposers who fail any criterion may have their Proposal rejected. A total of 1,000 points will be available as follows:

Project Delivery:	300 points
Technical Approach:	300 points
Commercial Terms:	300 points
Interview:	100 points
Equitable Contracting and Hiring:	Pass/Fail

The Proposals receiving the highest score(s), as determined by the Authority in its sole discretion, will then be short-listed and selected to enter into final discussions and

negotiations with the Authority, as a result of which the Authority will select in its discretion the Proposer whose final Proposal is most advantageous and the best value to the Authority as permitted by the Act.

Project Delivery – 300 Points

1. Similar Project Experience. Describe Proposer's experience with and proposed approach to proceed with the project delivery method and requirements of the RFP.
2. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the work, including design professionals. Provide key contact telephone, fax, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Indicate other projects to which team members are assigned currently for year 2025. Any other relevant experience pertinent to the requirements for this Project shall be listed under "Other Significant Experience."
3. Project Specific Risks and Solutions. Identify and describe the risks Proposer perceives as being significant for the scope of services required by this RFP, and how Proposer intends to mitigate, manage, and control those risks.
4. Project Controls. Describe Proposer's approach and methodology for implementing project controls relating to budget and schedule compliance and provide examples of Proposer's experience in successfully managing similar projects that were completed within the established budget and schedule and fulfilled the defined project's program.
5. Preliminary Performance Schedule. Please provide Proposer's preliminary critical path method performance schedule with milestones, interdependencies identified for critical items of design, ordering, construction, and installation work that generally demonstrates Proposer's strategy for completing the scope of work required by this RFP by the required deadline. Exhibit 4 shall be evaluated in considering this factor. U.S. Bank Stadium is normally a very busy venue and coordination with the event schedule is paramount. An event schedule can be provided upon request.

Technical Approach – 300 Points

See attached drawings and scope information in Exhibit A.

1. Evaluation of proposed DSP system design and implementation.

Commercial Terms – 300 Points

1. Price. Provide itemized pricing on all necessary design, coordination, supply, construction, installation, and testing of a complete Project and all scope of work items required by this RFP, including without limitation:

- All material and equipment;
- All design or design assist services;
- All construction and installation;
- All training and testing;
- Opening event support;
- Warranty onsite maintenance
- Detailed cost information for ongoing fixed and variable costs, including licenses, hosting fees, customer service, tax calculation service fees, and any cost exclusions;
- Estimate of all other project expenses including travel, shipping, and sales tax (if any); and,
- Proposed form of Exhibit 2.

In pricing this Project, Proposers should anticipate that 5% of the total price will be retainage.

2. Warranties and Maintenance. A two-year warranty will be requested covering the services and work performed for the Project. Provide copies of the proposed warranties and describe the warranty terms, durations, limitations, etc. Describe any service and maintenance programs, including copies of all proposed or required service and maintenance contracts and fees. Any proposed revisions to Exhibit 6 shall be considered in evaluating this factor.

3. Agreement to or Requested Revisions to Trade Contract Agreement (Exhibit B) Contract Terms. The extent to which revisions are requested to the Authority's proposed contract in this RFP will be given point deductions in the sole discretion of the Authority. Any proposed revisions to Exhibit 1 shall be considered in evaluating this factor.

Interview – 100 Points

The Authority will conduct an interview with qualified Proposers that have submitted a responsive proposal. The Authority, at its sole discretion, will select which Proposers to interview.

Equitable Contracting and Hiring – Pass/Fail

1. Hiring and MBE/WBE Utilization. Describe Proposer's practices and history of hiring women and minorities. Also, describe Proposer's specific plan to reach targeted goals for MBE and WBE construction participation on this project, and Proposer's strategies for employing women and members of minority communities to comply with the Authority's Equity Plan. Exhibit 3 shall be considered in evaluating this factor.

G. Other Terms

The Authority may change its scoring of Proposals as a result of interviews of and negotiations with Proposers.

A Proposer's response may also contain any narrative, charts, tables, diagrams, or other materials in addition to those called for herein, to the extent such additions are useful for clarity or completeness of the response. Attachments should clearly indicate on each page the paragraph in the RFP to which they pertain.

The 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.

Each Proposer submitting a Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Authority and all presentation, related costs, and travel expenses are at Proposer's sole expense and that the Authority shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposers, except a payment of the stipend that may be given at the Authority's discretion to those short listed Proposers who properly submit in good faith the preliminary construction estimate and otherwise complete the RFP process. The Authority shall be allowed to keep any and all materials supplied by the Proposers in response to the RFP.

The Authority reserves the right to accept or reject any or all Proposals, to amend or alter the selection process in any way by addendum, to postpone the selection process for its own convenience at any time, and to waive any non-material defects in proposals submitted. Proposals are required to remain open and subject to acceptance until an award is finalized, or a minimum of (90) days following the date of submission of Proposals. The

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

I. Payment and Performance Bonds

By Minnesota statutes and the Act, payment and performance bonds will be required from the successful Proposer in the amount of 100% of the cost of Proposal.

See Exhibit 5.

II. Pre-Proposal Meeting

Pre-proposal site visits (mandatory) will be by appointment only. Arrange a site visit through Samantha Thompson at email: Samantha.Thompson@usbankstadium.com.

Proposals are due by 4:00 pm. CT, May 19, 2025. One paper copy of the Proposal should be enclosed in a sealed envelope addressed and mailed to:

Minnesota Sports Facilities Authority
Attention: Ed Kroics
1005 4th Street South
Minneapolis, Minnesota 55415

With an electronic copy sent via email to:

Ed Kroics, email: Ed.Kroics@MSFA.com,

Michelle Hoffman, email: Michelle.Hoffman@MSFA.com,

Sue Arcand, email: Sue.Arcand@MSFA.com,

and

Samantha Thompson, email: Samantha.Thompson@USBankStadium.com

III. Questions or Inquiries

All questions must be submitted via email no later than 4:00 pm. CT, May 9, 2025 to:

Ed Kroics, email: Ed.Kroics@MSFA.com,

Michelle Hoffman, email: Michelle.Hoffman@MSFA.com,

Sue Arcand, email: Sue.Arcand@MSFA.com,

and

Samantha Thompson, email: Samantha.Thompson@USBankStadium.com

IV. Minnesota Government Data Practices

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 to the successful Proposer is given by the Authority. Proposers shall note with their Proposal any data in their Proposal that they consider proprietary information or otherwise private and confidential.

V. Prevailing Wages

Pursuant to Minn. Stat. 177.41 to 177.44, and corresponding Minnesota Rules 5200.1000 to 5200.1120, the contract contemplated by this RFP is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

Please see Section 17.11 of the attached Trade Contract Agreement for the specific contemplated contract terms. The then-current applicable prevailing wages shall be incorporated into the Trade Contract Agreement as Exhibit 7. Current prevailing wage amounts for Hennepin County are set forth at the website for the Minnesota Department of Labor and Industry, at the following link:

<http://workplace.doli.state.mn.us/prevwage/commercial.php>.

VI. Project Labor Agreement

The Proposer will need to agree to accept and be bound by the Project Labor Agreement attached to the Trade Contract Agreement as Attachment A.

VII. Other Exhibits to the RFP

Exhibit A	Project Scope Documents
Exhibit B	Trade Contract Agreement

The following exhibits and Attachments are associated with the Trade Contract Agreement, and will be required prior to contract approval:

Trade Contract Agreement and Exhibits to Agreement – Proposer must fill out **ALL** of the following forms and/or, as applicable, note any proposed revisions:

Exhibit 1	Description of Trade Contract Work
Exhibit 2	Trade Contract Amount
Exhibit 3	Equity Plan Form
Exhibit 4	Construction Schedule Information Form
Exhibit 5	Bonds
Exhibit 6	Warranty

Exhibit 7 Prevailing Wages
Attachment A Project Labor Agreement

(Exhibit 7 to this RFP contains the prevailing wages as determined by the Minnesota Department of Labor and Industry applicable as of the date of this RFP. However, if the prevailing wages are updated by the Department of Labor and Industry between the date of this RFP and the execution of the Trade Contract Agreement, Exhibit 7 to the executed Trade Contract Agreement shall be the updated prevailing wage rates.)

Exhibit C	Confidentiality Agreement
Exhibit D	Non-Collusion Affidavit
Exhibit E	Minnesota Department of Human Rights – Certificate of Compliance
Exhibit F	Acknowledgement and Attestation Form
Exhibit G	Conflict of Interest Certification

EXHIBIT A – Project Scope Documents

SECTION 27 41 16 – INTEGRATED AUDIO VISUAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Integrated Audio-Video Systems and Equipment as part of the Work.

1.2 SECTION INCLUDES

- A. Project instruction for the Contractor, and Sound System description details
- B. Club and Suite Controls product description
- C. Project completion instruction for the Contractor

1.3 RESPONSIBILITY

- A. This is a renovation project. Computer based CAD drawings are very limited and available for only the main and section plans with significant level of detail variations on each and as such the documents may not depict every detail or existing condition needed to complete this work. The Contractor is responsible for reviewing all existing site conditions that may affect the installation of this work with any exclusions clearly noted within RFP response. If a specific task implied or described within the drawings and specifications is not listed as excluded, it is assumed to be included and to be provided as part of this work.
- B. As a renovation project, existing conditions both physical and related to electronic systems, are present. Reasonable effort to identify conditions prior to bid is expected. Notify Owner immediately of any items or issues discovered during construction which prevent or obstruct progress or completion of scope. Provide a solution or remedy to the issue with a rough order of magnitude cost for workable solution.
- C. Existing pathways may be reused if suitable for this work. Existing loudspeaker cabling (and its associated conduit) is intended for reuse. For new loudspeaker circuits, new conduit and cabling is shown and included as part of this work for loudspeakers where existing conduit appears to not be sufficient for new design. If existing conduit provides adequate fill capacity, it may be reused. All unused conduit and cabling must be removed as part of this work. If existing cabling that is not needed for the new system and is run in conduit with cabling being reused, the unused cabling may be abandoned in place, tagged, and capped for future use to prevent any inadvertent connections or short circuits. Any existing cable trays needed for new cabling that do not allow for proper separation of cabling are to be brought the attention of the Owner immediately.
- D. Notwithstanding any detailed information in the Contract Documents, it is the responsibility of the Contractor to supply all materials, equipment, transportation, engineering, and labor necessary to provide a fully working, tested, and calibrated system. Supply accessories and equipment (such as, but not limited to: power strips, adapters, connectors, mounting hardware, etc.) needed for a complete system, even if not specifically mentioned in these Specifications.

Notify the Architect of any discrepancies in part numbers or quantities before bid. Failing to provide such notification, supply items and quantities according to the intent of the Specification and Drawings, without claim for additional payment.

- E. Specifications and drawings are complementary. Work called for by one is binding as if called for by both. Any discrepancies between specifications and drawings will be brought to the attention of the Owner for clarification during the bidding period. No allowance will subsequently be made to the Contractor by reason of their failure to have brought said discrepancies to the attention of the Owner.
- F. Execute all work in accordance with the National Electrical Code (NEC), the National Electrical Safety Code, the Occupational Safety and Health Act (OSHA) and all applicable State and Local codes, ordinances, and regulations. If a conflict develops between the contract documents and the appropriate codes and is reported to the Architect prior to bid opening, the Architect will prepare the necessary clarification. Where a conflict is reported after contract award, propose a resolution of the conflict and, upon approval, perform Work.
- G. Required licenses, insurance, and permits including payment of charges and fees.
- H. Verification of dimensions and conditions at the job site.
- I. Demolition of existing systems
- J. Coordinate location and installation of equipment, power, grounding, and raceways with other building elements.
- K. Preparation of submittal information.
- L. Pick-up of Owner Furnished Equipment (OFE) and incorporation into project if applicable.
- M. Development and implementation of AV control system software code and control panel layouts, which will become the property of the Owner.
- N. Installation in accordance with the contract document, manufacturer's recommendation, and in conformity with applicable codes and authority having jurisdiction (AHJ).
- O. Final tests and adjustments, written report, and documentation.
- P. Instruction of operating personnel.
- Q. Provision of manuals.
- R. Maintenance services and warranty.

1.4 RELATED WORK

- A. Coordination between disciplines is required to achieve a proper system installation.
- B. Networks
 - 1. Provide network switches, cable plant, and interfaces as required for audio systems in the venue.

1.5 REFERENCES

- A. Published specification standards, tests or recommended methods of trade, industry or governmental organizations apply to Work in this section where cited below:
 - 1. American National Safety Institute (ANSI)
 - 2. American Society of Testing and Materials (ASTM)
 - 3. Electronics Industries Association (EIA)
 - 4. Federal Communications Commission (FCC)
 - 5. National Electrical Manufacturer's Association (NEMA)
 - 6. National Electrical Code (NEC)
 - 7. Underwriters Laboratories (UL)
 - 8. Occupational Safety and Health Administration (OSHA)
 - 9. Society of Motion Picture and Television Engineers (SMPTE)
 - 10. Building Industry Consulting Service International (BICSI)
 - 11. Americans with Disabilities Act (ADA)
 - 12. AVIXA published standards
 - 13. Davis and Davis, Sound System Engineering (3rd Edition) (SSE), Howard W. Sams, 2006
 - 14. Giddings, Audio System Design and Installation (ASDI), Howard W. Sams, 2013
 - 15. AV Installation Handbook Second Edition: The Best Practices for Quality Audiovisual Systems, Infocomm (AVIH), 2009
 - 16. Middle Atlantic – Thermal Management White Paper

1.6 DEFINITIONS

- A. In addition to those Definitions of Division 1, the following list of terms as used in this specification will be defined as follows:
 - 1. Furnish: To purchase, procure, acquire, and deliver complete with related accessories.
 - 2. Install: To set in place, join, attach, link, set up, or otherwise connect together and test until complete before turning over to the Owner. All parts, items, or equipment supplied by Contractor.
 - 3. Provide: To furnish and install.

1.7 SYSTEMS DESCRIPTIONS AND REQUIREMENTS

- A. The following is intended to provide an overview of the required work details, system features, and design concepts for the Work as shown on the project drawings and is not intended to be an exhaustive description of the systems.
- B. The Work includes provision of a complete and working Sound System, providing sound to Suites, Clubs and related Corridors and Restrooms.

1. This is a renovation project.
2. Suite Scope of work
 - a. DSP System
 - 1) Decommissioning of the existing London Blue DSP system and programming.
 - 2) Incorporation of the existing Qsys DSP system and expanded programming.
 - 3) Existing Core110f v2 located in the Audio Control Room.
 - 4) Existing suite IPAD touch panels to remain.
 - 5) New network based amplifiers installed at existing system racks.
 - 6) New loudspeaker circuits/cabling.
 - b. Programming
 - 1) All existing features and operations of the existing Suite IPAD touch panels to be incorporated into the Q-sys system
 - c. Demolition
 - 1) Removal of the existing in-room amplifiers.
 - 2) Remove existing amplifiers, Digital Signal Processor (DSP) system, and specific Control System components.
 - 3) Palletize removed equipment and coordinate disposal with the Owner.
 - 4) Remove cabling not intended for re-use.
 - d. Infrastructure
 - 1) Re-use existing conduit infrastructure to the extent possible.
 - 2) Re-use existing network infrastructure.
 - e. Commissioning
 - 1) Tuning of each BOH system will be part of this work.
 - 2) Utilize existing DSP information as the basis for the new Qsys parameters
3. Club Scope of work
 - a. DSP System
 - 1) Decommissioning of the existing London Blue DSP system and programming.
 - 2) Incorporation of the existing Qsys DSP system and expanded programming.
 - 3) Existing Core110f v2 located in the Audio Control Room.
 - 4) New touch panels will be included for Clubs
 - a) Exceptions
 - (1) Vikings Club touch panels are to remain (recently upgraded to QSC 10" touch panel).
 - (2) Club Purple touch panel is to remain (recently upgraded to QSC 10" touch panel).
 - 5) New network based amplifiers installed at existing system racks.
 - 6) New loudspeaker circuits/cabling.
 - b. Programming
 - 1) All existing features and operations of the existing Suite IPAD touch panels to be incorporated into the Q-sys system
 - 2) Existing IP Based control functionality to video and miscellaneous devices is not shown on the functional diagrams but is part of this scope of work.
 - c. Demolition
 - 1) Removal of the existing amplifiers.
 - 2) Remove existing amplifiers, Digital Signal Processor (DSP) system, and specific Control System components.
 - 3) Palletize removed equipment and coordinate disposal with the Owner.
 - 4) Remove cabling not intended for re-use.
 - d. Infrastructure
 - 1) Re-use existing conduit infrastructure to the extent possible.
 - 2) Re-use existing network infrastructure.
 - e. Commissioning
 - 1) Tuning of each BOH system will be part of this work.

- 2) Utilize existing DSP information as the basis for the new Qsys parameters

C. Club and Suite systems to include the following:

1. L1 – EVENT LEVEL
 - a. Field Suites
 - b. Field Mini Suites
 - c. Associated corridors and restrooms
2. L2 – EXECUTIVE SUITE LEVEL
 - a. Valhalla Club (Medtronic)
 - b. Executive Suites
 - c. Associated corridors and restrooms
3. L3 – LOWER CLUB LEVEL
 - a. Vikings Club (Polaris)
 - b. Associated corridors and restrooms
4. L4 – MAIN CONCOURSE LEVEL
 - a. Main Suites
 - b. Associated corridors and restrooms
5. L5 – UPPER CLUB LEVEL
 - a. Ice Club (Little Six)
 - b. Fire Club (Sukup)
 - c. Associated corridors and restrooms
6. L6 – UPPER SUITE LEVEL
 - a. Upper Suites
 - b. Club Purple (Mystic Lake)
 - c. Associated corridors and restrooms

D. Finishes and Repair

1. Paint new conduit and other new pathways to match surroundings
2. Provide sheetrock repair and painting where needed as part of your base bid

E. DSP Control System:

1. The DSP Control System and Graphic User Interface (GUI) will be programmed by the QSC Applications Team, or a QSC Approved Independent Q-Sys Programmer.
 - a. Provide this programming service as part of your base bid.
2. The Graphic User Interface (GUI) to be designed using the existing touch panels as the basis of design. Include all existing features

F. New DSP Features

1. The following features to be added to the existing programming
 - a. Administration Level Power Down
 - 1) Provide programming to shut down suite and club displays at a specific time each day.
 - 2) The time of day to be selectable
 - 3) Club LED Displays to video mute as directed by the display manufacturer.
 - b. Fire Club (Sukup) Room Combine
 - 1) Provide controls to provide room combine/divide features to allow a common presentation or individual presentations per display, audio to also combine/divide.
 - 2) Provide ability to recall content format based on event needs. Recalls to include:
 - a) Welcome to Stadium
 - b) Team Welcome

- c) Match Up
- d) Next Game
- e) Team Wins
- f) Quad Split
- g) Dual Split
- h) Primary Game with 3 smaller PIP
- i) Single Game with LBAR
- j) Local input at 16 x 9 with replaceable graphical panel
- k) Replaceable AD panel.
- c. Ice Club (Little Six) Room Combine
 - 1) Provide controls to provide room combine/divide features to allow a common presentation or individual presentations per display, audio to also combine/divide.
 - 2) Provide ability to recall content format based on event needs. Recalls to include:
 - a) Welcome to Stadium
 - b) Team Welcome
 - c) Match Up
 - d) Next Game
 - e) Team Wins
 - f) Quad Split
 - g) Dual Split
 - h) Primary Game with 3 smaller PIP
 - i) Single Game with LBAR
 - j) Local input at 16 x 9 with replaceable graphical panel
 - k) Replaceable AD panel.
- d. Viking Club (Polaris)
 - 1) Provide ability to recall content format based on event needs. Recalls to include:
 - a) Welcome to Stadium
 - b) Team Welcome
 - c) Match Up
 - d) Next Game
 - e) Team Wins
 - f) Quad Split
 - g) Dual Split
 - h) Primary Game with 3 smaller PIP
 - i) Single Game with LBAR
 - j) Local input at 16 x 9 with replaceable graphical panel
 - k) Replaceable AD panel.
- e. Club Purple (Mystic Lake)
 - 1) Provide ability to recall content format based on event needs. Recalls to include:
 - a) Welcome to Stadium
 - b) Team Welcome
 - c) Match Up
 - d) Next Game
 - e) Team Wins
 - f) Quad Split
 - g) Dual Split
 - h) Primary Game with 3 smaller PIP
 - i) Single Game with LBAR
 - j) Local input at 16 x 9 with replaceable graphical panel
 - k) Replaceable AD panel.
- f. Valhalla (Medtronic)

- 1) Provide ability to recall content format based on event needs. Recalls to include:
 - a) Welcome to Stadium
 - b) Team Welcome
 - c) Match Up
 - d) Next Game
 - e) Team Wins
 - f) Quad Split
 - g) Dual Split
 - h) Primary Game with 3 smaller PIP
 - i) Single Game with LBAR
 - j) Local input at 16 x 9 with replaceable graphical panel
 - k) Replaceable AD panel.
- g. Audio Only Source
 - 1) Fire Club (Sukup) and Ice Club (Little Six) feature HDMI input plates with 3.5mm audio inputs. Provide control to allow user to select this audio input as a source.
- h. Fire Alarm over-ride
 - 1) Provide Fire Alarm over-ride programming as necessary to mute signals from the Audio System, and route any emergency audio signals as directed by Owner
 - a) Provide a bold indicator in DSP Graphic User Interface (GUI) on all computers and Touch Panels to indicate that the Sound System is in an Alarm condition.

G. DSP GUI Review

1. After receiving Notice to Proceed, coordinate monthly DSP Graphic User Interface (GUI) review sessions with the Owner, Architect, and A/V Consultant.
 - a. Review should include signal flow diagrams, screenshots of control GUI's for computers, wired Touch Panels, and wireless iPads as they are developed.
 - b. 60 days prior to final system commissioning, the Review should include a working demonstration of all computers, Touch Panels, wireless iPad controllers, and networked Volume/Source selectors.

H. Electrical

1. Include electrical work as part of the proposal response.
2. General
 - a. Existing electrical power is provided "as is".
 - b. Identify at time of proposal if AC power is not sufficient.
 - c. Existing power transformers and panelboards shall remain operational during demolition and may be reused by the contractor.
 - d. If existing transformers, receptacles, or other components will be re-used to meet the requirements listed below, Contractor to test and certify these devices function as new.
 - e. Provide additional circuits required (including circuit breakers, conduits, wiring, and receptacles etc.) as required for a complete installation.
 - f. Provide electrical safety grounding for all equipment in accordance with local codes and standards specified herein.
3. Signal Cabling and Conduit
 - a. Install signal cabling in existing conduit, raceway, and cable tray. Provide additional conduit if required.
 - b. In the event of damage, notify the Owner in writing and propose an acceptable repair.

1.8 SUBMITTALS

- A. Provide submittals in accordance with Conditions of the Contract and Division 1, Submittal Procedures section, unless otherwise indicated.
- B. Submittals will contain sufficient information to describe the Work to be performed. Reviewed shop drawings are to be used for final coordination and construction.
- C. Shop drawings must be original work produced by the Contractor responsible for performing the work defined in this specification. Scanning, photographic copying, materially copying, or any other reproducing the contents of the drawings or specifications contained within the Contract Documents will be marked as unacceptable and not reviewed for any content. No claim will be made for delay, undue burden, or additional costs for the effort to produce shop drawings, schedules, and equipment lists addressing this specification or the overall project manual.
- D. Supplementary submittal requirements:
 - 1. Provide each of the following in one submission for approval within thirty days of issuance of Notice to Proceed (NTP) and prior to commencement of Work:
 - a. Complete schedule of submittals.
 - b. Chronological schedule of Work in bar chart form.
 - c. Product Data Sheets:
 - 1) Submissions that do not follow the format and configuration described will be returned without review.
 - 2) Provide a complete table of contents with the following information:
 - a) Project title.
 - b) Submittal number. In the case of a resubmittal, use the original submittal number immediately followed by the suffix "R" immediately followed by a unique number and be numbered in consecutive order.
 - c) Date of submission.
 - d) Provide a list of and Manufacturer's data sheets on products to be incorporated with the Work. Arrange data sheets in the same order they appear in this specification. Where a data sheet shows more than one product, indicate the model being proposed with an arrow or other appropriate symbol.
 - e) Submit manufacturer's product literature for each type of firestop material to be used. Literature will include documentation of UL classifications or approved third party testing. Manufacturer's name and number for each part will be included. Submit drawings of through penetrations, which include the system to be utilized for the firestopping application. Drawing will indicate construction of wall or floor assembly; size, number and material of penetrating items; firestop system designation; required F-rating, T-rating and remarks.
 - f) Provide high quality copies with all text legible and illustrations of adequate resolution and sharpness for review. Internet web pages, faxed copies or copies with portions of the information missing or smeared not acceptable.
 - d. Shop Drawings:
 - 1) Functional Diagrams/Schematics:
 - a) Detailed wiring diagrams showing interconnection of components and products, wiring and cabling diagrams depicting cable types and cable designators, and device designators. Provide connector designations and terminal strip identification, along with color codes

- for cables connecting to these devices. Give each component a unique designator and use this designator consistently throughout the project.
- 2) Coordination Drawings:
 - a) Prepare and submit a set of coordination drawings showing major elements, components, and devices of the AV System in relationship with other building components. Prepare drawings to an accurate scale of 1/8" = 1'-0" or larger on suitable sized media.
 - b) Prepare floor plans, reflected ceiling plans, elevations, sections, and details to conclusively coordinate and integrate all equipment. Indicate locations where space is limited, and where sequencing and coordination of installations is of importance to the efficient flow of the work including but not necessarily limited to the following:
 - (1) Equipment housings
 - (2) Ceiling and wall mounted devices
 - (3) Raceways
 - (4) Cabling
 - 3) Equipment housing: Location of equipment in racks, consoles position on tables or counters. Details to include dimensions; wire routing and cabling within housings; AC power outlet and terminal strip locations.
 - 4) Patch panel layouts and labeling strips, including color schemes.
 - 5) Full fabrication details of custom enclosure and millwork indicating size, material, finish and openings required for equipment and enclosures.
 - 6) Structural rigging and mounting details:
 - a) Loudspeaker rigging, suspension, and mounting detail drawings will be signed and sealed by a professional engineer licensed to practice in the state in which the project is located. The signed and sealed drawings noted above to include the following:
 - b) Analysis of all components in the load path and attachment method to building structure for suspended loudspeakers.
 - c) Attachment method for mounting brackets at ceilings, walls, or other building features.
 - d) Detail the product manufacturer, part numbers, and load capacity of the hardware fittings and materials selected for suspended or mounted loudspeakers.
 - e) A copy of the design calculations.
 - f) Secondary steel required for attachment to the building structure.
 - g) Custom brackets, mounts, suspension grids or trusses, loudspeaker cabinet frames, or loudspeaker brackets.
 - h) Loudspeaker brackets or mounts provided by the specific loudspeaker manufacturer being installed that do not include traceability data.
 - 7) Traceability data and/or ANSI standard compliance data for loudspeaker mounting brackets or rigging provided by the loudspeaker manufacturer.
 - 8) Risk analysis data as referenced in Part 3.2, F
 - 9) Stamping Engineer post-installation sign-off as described in Part 3.2, F
 - 10) Proof of ETCP certification for on-site rigging crew.
 - 11) Fabricated Plates and Panels
 - 12) Provide complete drawings on custom fabricated plates or panels. Drawings will include dimensioned locations of components, component types, engraving information, plate material and color, and bill of material. Provide samples of plate color options for review.
 - 13) Labeling
 - a) Equipment and cabling labeling scheme. Include font sizes and styles, explanation of scheme, and designator schedule.

- 14) Schedules
 - a) Wiring schedule showing source and destination of wiring and indicating which wiring is in conduit. Junction box schedule showing type of box, size, mounting and location. Include this information with remainder of wiring diagrams.
- 15) Control System Software
 - a) Provide electronic copies of proposed control system user interfaces within sixty (60) days of issuance of Notice to Proceed (NTP).
- 16) IP Addresses
 - a) Coordinated with the venue IT Administrator, provide a list of IP addresses, by device, used in the project.

E. Submittal format:

- 1. Consultant's project documents in electronic format will not be supplied to the Contractor for their use as part of submittals.
- 2. Standards:
 - a. Floor plan drawings executed at an appropriate scale, not less than 1/8" = 1'-0".
 - b. Detail drawings executed at an appropriate scale, not less than 3/8" = 1'-0".
 - c. Plate and panel drawings executed at an appropriate scale, not less than 1/2" = 1".
 - d. Rack, enclosure, and millwork detail drawings executed at an appropriate scale, not less than 1" = 1'-0".
- 3. Electronic Submittals: Submit in non-proprietary PDF format. Combine product literature into a single file for each Part 2 subheading (i.e.: 2.3 Microphones and Accessories, 2.4 Input Sources, etc.). Shop drawings may be combined into logical sections such as legend, floor plan, section, detail, functional, etc.

F. Resubmission requirements:

- 1. Make all requested corrections or change in submittals required. Resubmit for review until no exceptions are taken.
- 2. Indicate all changes that have been made by clouding and noting with a revision marker. Drawing title block to track all revisions.
- 3. Also indicate all changes that have been made other than those requested.

1.9 CONTRACT CLOSE-OUT DOCUMENTS:

- A. Provide close-out submittals in accordance with Conditions of the Contract and Division 1, Submittal Procedures section unless otherwise indicated, after substantial completion but prior to final observation:

B. Supplementary submittal requirements:

- 1. Provide the following in one electronic submission for review.
- 2. Equipment Manuals:
 - a. Manufacturer's owner/instruction manual for each type of Product by manufacturer and model or part number unless specified otherwise herein
 - b. Supply manufacturer's serial numbers for each Product
 - c. For custom circuits or modifications, a description of the purpose, capabilities, and operation of each item
 - d. Separately bind list by manufacturer and model or part number of Products incorporated within the Work, arranged in alpha numeric order. When applicable, bind Manufacturer's warranty statements separately.
- 3. Test Reports: Recorded findings of Commissioning.

4. System Operation and Instructions: Prepare a complete and typical procedure for the operation of the equipment as a system, organized by subsystem or activity.
 - a. This procedure should describe the operation of system capabilities.
 - b. Assume the intended reader of the manual to be technically inexperienced but unfamiliar with the components and the facility.
5. Service Information, including service phone number(s) and hours; service schedule; description of products recommended or provided for maintenance purposes, and instructions for the proper use of these products.
6. Any other pertinent data generated during the Project or required for future service.
7. Within three weeks of final observation, submit the following in one electronic submission for review. Upon Owners and/or Consultant's request, provide hard copy files of the following:
 - a. Record drawings: Final rendition of Shop Drawings depicting what is actually incorporated within the Work.
 - b. Record drawings in AutoCAD editable DWG format and Adobe PDF format. Resolution to be sufficient to permit Owner's technicians to be able to clearly read all notes and text on screen.
 - c. One set of signed proof-of-training documents.
8. Submittal Format:
 - a. Record Drawings: Drawings executed at an appropriate scale, but not smaller than 1/8 inch = 1'-0".
 - b. Segregate documents into separate folders containing data relevant to operational, maintenance, and warranty issues. Appropriately duplicate data within the separate bindings when it will reasonably clarify procedures, e.g., operational data in a maintenance folder.
 - c. Project Record Manual
 - 1) Provide product data submittal in a single PDF file.
 - 2) Provide an indexed list of major groupings.
 - 3) In the index, provide clickable hyperlinks that lead to the page of that major grouping.
 - 4) Organize index and major groupings in logical signal-flow order.
9. Resubmission requirements:
 - a. Make all requested corrections or change in submittals required. Resubmit for review until no exceptions are taken.
 - b. Indicate all changes that have been made other than those requested.

1.10 CUSTOM SOFTWARE

A. Introduction:

1. Proprietary software provided for the Technical Systems will be subject to this software license between the Contractor and the Owner as an essential element of the system as defined in the system specification and associated documents, drawings and agreement.
2. Contractor will agree that 3rd party proprietary software provided with the system will be subject to this agreement.
3. Contractor and Owner agree that this software license is deemed to be part of, and subject to, the terms of the Agreement applicable to both parties; and will supersede any standard manufacturer or Contractor's standard license agreement.
4. Proprietary software will be defined to include, but not be limited to, device and system specific software and firmware designed to run on conventional computer based operating platforms as well as all micro-processor based hardware used to program, setup, or operate the system or its components.
5. For sake of this agreement, MS Windows® will not be considered "proprietary" software, unless a non-public version of Windows® or any of its components are critical to the operation of the system in which case it will be deemed proprietary.

B. License Grant and Ownership:

1. Contractor hereby grants to Owner a perpetual, non-exclusive, site license to all software for Customer's use in connection with the establishment, use, maintenance and modification of the system implemented by Contractor. Software will mean executable object code of software programs and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by the Contractor and accepted by the Owner.
2. Except as expressly set forth in this agreement, Contractor will at all times own all intellectual property rights in the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system will be delivered to Owner for the sole benefit of Owner.
3. Owner may supply to Contractor or allow the Contractor to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Contractor. All such intellectual property will remain the exclusive property of Owner and will not be used by Contractor for any purposes other than those associated with delivery of the system.

C. Copies, Modifications, and Use:

1. Source code will be available to Owner for a period of not less than 10 years.
2. Owner may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software will remain within the direct control of Owner and its representatives.
3. Owner may make modifications to the source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right for Owner to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties.
4. All express or implied warranties relating to the software will be deemed null and void in case of any modification to the software made by any party other than Contractor.

D. Warranties and Representations:

1. Contractor represents and warrants to Owner that:
 - a. It has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Owner;
 - b. The goods and services provided by contractor under this Software License, including the software and all intellectual property provided hereunder, are original to Contractor or its subcontractors or partners; and
 - c. The software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.
2. Contractor further represents and warrants that, throughout the System Warranty Period, the executable object code of software and the system will perform substantially in accordance with the System Specifications and Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement. No warranty of any type or nature is provided for the source code version of the software which is delivered as is.
3. Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of no infringement of third party intellectual property rights.

1.11 QUALITY ASSURANCE

- A. Qualifications: Contractor to be experienced in the provision of systems similar in complexity to those required for this project, and meet the requirements listed below. Provide documentation at the time of bid to support these qualifications:
1. Form of corporation.
 2. No less than three years' experience with equipment and systems of the specified types.
 3. Experience with at least three comparable scale projects within the last three years.
 4. Be a franchised dealer and service facility for the manufacturer's products furnished.
 5. Maintain a fully staffed and equipped service facility with full-time field technicians.
 6. Have at least one supervisory on-site employee who has completed and has been certified CTS-I by Infocomm.
 7. Supervision of all rigging by an ETCP certified rigger for all work associated with suspension or mounting of overhead equipment.
 8. Adequate plant capacity and equipment to complete the Work.
 9. Adequate staff with commensurate technical experience.
 10. Suitable financial status (i.e., bonding and materials purchase capacity) to meet the obligations of the Work.
 11. Adequate regional service organization to meet warranty response requirements of the Project.
 12. Provide listing with appropriate explanation regarding the status of Contractor's resolved or unresolved legal disputes within the last six calendar years.
 13. Provide listing with appropriate explanation regarding any projects within the last 3 years where the Contractor has failed to meet construction schedules due to Contractor's cause.
 14. Completed current version of the AIA Contractor's Qualification Form.
- B. Subcontractors: at the time of bid, the Contractor will provide a list of structural, electrical, sound, or any other subcontractors intended to do the Work, or are being retained as local service providers throughout the warranty period. Subcontractors will be appropriately state licensed in their specialty and must provide the same qualification documents as the Contractor.
- C. Work: Perform Work in compliance with the applicable standards listed herein and governing codes and regulations of the authorities having jurisdiction and the Contract Documents.
1. Drawings and specification requirements govern where they exceed Code and Regulation requirements.
 2. Where requirements between governing Codes and Regulations vary, the more restrictive provision applies.
 3. Nothing in the Contract Documents grants authority or permission to disregard or violate any legal requirements.
- D. Coordinate exact location and installation of equipment, power, grounding, and raceway requirements with the Architect.

1.12 DELIVERY, STORAGE & HANDLING

- A. Ship Products in its original container, to prevent damaging or entrance of foreign matter.
- B. Handling and shipping in accordance with Manufacturer's recommendation.

- C. Provide protective covering during construction of all installed devices, to prevent damaging or entrance of foreign matter.
- D. Replace, at no expense to Owner, Products damaged during storage, handling, or through the course of construction.

1.13 PROJECT CONDITIONS

- A. Verify conditions on the job site applicable to this work. Notify Architect in writing of discrepancies, conflicts, or omissions promptly upon discovery.
- B. The Drawings diagrammatically show cabling and arrangements of equipment fitting the space available without interference. If conditions exist which make it impossible to install work as shown, recommend solutions and/or submit drawings to the Architect for approval, showing how the work may be installed.

1.14 WARRANTY

- A. Warrant labor and equipment for one year following the date of substantial completion to be free of defects and deficiencies, and to conform to the drawings and specifications as to kind, quality, function, and characteristics. Repair or replace defects occurring in labor or equipment within the Warranty period without charge.
- B. This warranty is in addition to any specific warranties issued by manufacturers for greater periods of time.
- C. Within the warranty period, answer service calls within twenty-four (24) hours during normal working hours and correct the deficiency within forty-eight (48) hours.
- D. Provide Owner with the name and telephone number of the person to call for service. This information to be part of Project Closeout Documents.
- E. Thirty days prior to the end of the warranty period provide a complete checkout of all system components. Repair or replace any defective equipment discovered during the testing. Correct any defects in wiring or other functional problems reported by Owner. Warranty replacement and service of equipment will not apply to Owner furnished equipment (OFE). Coordinate an observation visit with the Owner.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Products quantity is as required. If a quantity is given, provide at least the given amount. Some product listed may not be required to fulfill the obligations of the Work.

- B. Equipment and materials will be new and conform to applicable UL or ANSI provisions.
- C. Regardless of the length or completeness of the descriptive paragraph herein, provide Products complying with the specified manufacturer's published specifications.
- D. Remove or blank out all manufacturers' names, logos, or other symbols from loudspeakers or other objects placed in view of the public. If logos are removable, remove and repaint to the color of the adjacent surface and reattach.
- E. Take care during installation to prevent scratches, dents, chips, etc.

2.2 ACCEPTABLE MANUFACTURERS

- A. Model numbers and manufacturers included in this specification are listed as standard of function, performance, and quality, forming the basis of design.
- B. If a specified product has been discontinued by a manufacturer, provide the replacement model (as certified by the manufacturer) at no additional cost.
- C. Where required, provide manufacturer's rack mount adapter or one manufactured by Middle Atlantic or Winstead unless specified elsewhere.

2.3 DIGITAL SIGNAL PROCESSING (DSP) SYSTEM

- A. Signal processing shall be performed by computer-based system.
- B. The DSP system is existing and to be expanded to incorporate new and existing devices.
- C. The system shall have the following capabilities:
 - 1. Digital Signal Processing Unit:
 - a. Interior configuration of signal flow and routing to be fully user configurable
 - b. Unit to permit hardwire connection of external switches for recalling presets
 - c. Unit to have no external user adjustable controls
 - d. Dante compatible
 - e. Acceptable Product to include the following:
 - 1) DSP IO Frame (DSP FR, Type 1) – QSC Q-SYS Core 510i (Frame Mode)
 - 2) DSP Cards – QSC CIML4, COL4
 - 3) IO RS-232 Control (IO RS, Type 1) – QSC QIO-S4
 - 4) IO IR Control (IO IR, Type 1) – QSC QIO-IR1x4
 - 5) 10" Touch Panel (TP, Type 1) – QSC TSC-101-G3-BK

2.4 AMPLIFIERS

- A. Power Amplifiers:

1. Provide protection of circuit components in the event of input over-drive, output overload, or short circuits
2. Frequency response: ± 1 dB, 20 Hz to 20 kHz with less than 1 percent THD at rated output
3. Input impedance: 10k ohms balanced
4. Output regulation: 2 dB from no load to full load conditions
5. Noise generation: at least 85 dB below rated output with input shorted
6. Ventilation: variable speed fans that shut off when the amplifier is operating under light or no-load conditions
7. Acceptable Products:
 - a. Type PA1 – Not used.
 - b. Type PA2 Power Amplifier – 8 Channel, 125 Watts per Channel at 70V/8 Ohms:
 - 1) Powersoft Unica 8M | 1K8
 - c. Type PA3 Power Amplifier – 8 Channel, 250 Watts per Channel at 70V/8 Ohms:
 - 1) Powersoft Unica 8M | 2K8
 - d. Type PA4 Power Amplifier - 8 Channel, 500 Watts per Channel at 70V/8 Ohms:
 - 1) Powersoft Unica 8M | 4K8
 - e. Type PA5 Power Amplifier - 8 Channel, 1000 Watts per Channel at 70V/8 Ohms:
 - 1) Powersoft Unica 8M | 8K8
 - f. Type PA6 Power Amplifier – 4 Channel, 1250 Watts per Channel at 70V/8 Ohms:
 - 1) Powersoft Unica 4L | 5K4

2.5 EQUIPMENT HOUSING & ACCESSORIES

- A. Configure equipment racks for proper airflow and cooling
- B. Middle Atlantic systems listed below are approved for use on this project and are listed to set the acceptable standard of performance. Equipment housing systems from Lowell or other approved equivalents are also acceptable provided they meet the performance specifications of the approved listed equipment housing systems.
- C. Blank Rack Panels:
 1. Flanged construction
 2. 16 Gauge steel
 3. Black brushed anodized aluminum
 4. Acceptable Product:
 - a. Middle Atlantic BL series

2.6 PLATES AND PANELS

- A. Provide plates and panels as described in Drawings. Engrave as shown on Drawings. Other Plates and Panels may be required to satisfy the requirements of the Work.
- B. Custom panels will be flanged standard EIA sizes, brushed black anodized finish unless otherwise noted.
- C. Plate finish will be coordinated with the Architect. Plastic plates are not acceptable.

- D. Panel, plate, and label engraving will be 1/8-inch block sans serif characters unless noted otherwise. On dark panels or pushbuttons, letters will be white; on stainless steel or brushed natural aluminum pushbuttons, letters will be black.
- E. Custom and/or Engraved Panels:
 - 1. Custom panels constructed of 1/8-inch brushed aluminum
 - 2. Finish: black anodize
 - 3. Acceptable Product:
 - a. RCI Custom
 - b. ProCo
 - c. Whirlwind
- F. Patch Panels for Audio/Video plate tie lines:
 - 1. Flat all-metal Shielded modular patch panels
 - 2. Mounts to standard cabinets and EIA 19" Racks
 - 3. 16-ports per 1U panel
 - 4. Strain relief bar includes cable tie slots for managing and supporting cables
 - 5. Label area to correspond to unique ID number of AV, AVC, FB plates (Labels to be printed, not hand-written)
 - 6. Utilizes Mini-Com Shielded snap-in modules
 - 7. Acceptable Product to include:
 - a. Panduit #CP16WSBLY
 - b. Panduit TX6 10Gig Shielded Modules
 - c. Mounting screws as needed

2.7 CABLES & WIRING

- A. All electrical conductors installed under this contract, except where otherwise specified, will be soft drawn annealed stranded copper having a conductivity of not less than 98% of pure copper, and meet appropriate ratings (e.g., CMR, CMP, etc.)
- B. Cable will carry appropriate fire rating (e.g., CMR, CMP, OFNR, OFNP, etc.) on jacket of cable.
- C. Where cables are routed through cable tray, provide tray rated cable of equal specification.
- D. Where speaker cables are run exposed through a return air plenum, provide plenum rated cable of equal specification.
- E. Where cabling is run through in-grade pathways, provide direct burial cable, underground rated, or cable treated with water blocking. Adjust conduit sizes accordingly to accommodate larger diameter cable.
- F. Shielded cables located in raceways will have aluminum foil shield with drain wire.
- G. The Belden cables listed below are approved for use on this project and are listed to set the acceptable standard of performance. If field conditions or actual cable pathway requires tray or plenum cable, provide version of cable that meets required rating. Cables from Liberty,

Commscope, Gepco, Clark, Windy City, and West Penn are also acceptable provided they meet the performance specifications of the approved listed cables.

H. Loudspeaker Cables:

1. Amplifier to Rack Room Terminals:
 - a. Distance not to exceed 25 feet.
 - b. 12 gauge twisted pair, jacketed.
 - c. Acceptable Product:
 - 1) Belden 5000UP
2. Rack Room Terminals to Junction Box Terminals near loudspeaker, low impedance:
 - a. 10 gauge twisted pair, jacketed.
 - b. Acceptable Product:
 - 1) Non-Plenum: Belden 5T00UP
 - 2) Plenum: Belden 6T00UP
 - 3) In-grade: Belden 1313A
3. Rack Room Terminals to Junction Box Terminals near loudspeaker, 70V Zones:
 - a. 12 gauge twisted pair, jacketed.
 - b. Acceptable Product:
 - 1) Non-Plenum: Belden 5000UP
 - 2) Plenum: Belden 6000UE
 - 3) In-grade: Belden 1311A

I. Microphone and Line Level Cable:

1. Twisted pairs, shielded, jacketed, 110 Ohm cable.
2. Acceptable Product:
 - a. Single Pair:
 - 1) Non-Plenum: Belden 1696A
 - 2) Plenum: Belden 1801B
 - 3) Riser: Belden 9451
 - 4) In-grade: Belden 9451WB
 - b. Six Pair:
 - 1) Non-Plenum: Belden 1218B
 - 2) Plenum: Belden 1816P
 - 3) Riser: Belden 1816R
 - 4) In-grade: Belden 1816WB
 - c. Twelve Pair:
 - 1) Non-Plenum: Belden 1220B
 - 2) Plenum: Belden 1818P
 - 3) Riser: Belden 1818R
 - 4) In-grade: Belden 1818WB

J. Category 6A Patch Cables:

1. Rack Patch Cables
2. Length as required
3. Acceptable Product:
 - a. Belden 10GX UTP LSZH series

2.8 CONNECTORS

A. XLR Panel mount Connectors:

1. Provide panel mount XLR connectors with unified metal shell

2. RF-Protector connectors
 3. Shell Color: Black
 4. Contacts: Silver
 5. Terminations: Solder
 6. Acceptable Product:
 - a. Male Connectors: Neutrik NC*MD-L-1-BAG Series
 - b. Female Connectors: Neutrik NC*FD-L-1-BAG Series
- B. XLR Cable Connectors:
1. Provide XLR cable connectors with die cast shell
 2. No-screw type assembly
 3. Chuck-type strain relief
 4. Shell Color: Black
 5. Contacts: Silver
 6. Terminations: Solder
 7. Acceptable Product:
 - a. Male Connectors: Neutrik NC*MX-BAG Series
 - b. Female Connectors: Neutrik NC*FX-BAG Series.
- C. 1/4" Panel mount Connectors:
1. Provide panel mount 1/4" connectors with unified metal shell
 2. Shell Color: Black
 3. Contacts: Silver
 4. Terminations: Solder
 5. Acceptable Product:
 - a. Female Connectors: Neutrik NJ3FP6C-BAG Series
- D. 1/4" Cable Connectors:
1. Provide 1/4" cable connectors with die cast shell
 2. No-screw type assembly
 3. Chuck-type strain relief
 4. Shell Color: Black
 5. Contacts: Nickel
 6. Terminations: Solder
 7. Acceptable Product:
 - a. Male Connectors: Neutrik NP3C-BAG Series
- E. BNC Cable Connectors:
1. Provide cable mount BNC connectors
 2. Contacts: Brass or copper
 3. Terminations: Crimp
 4. Acceptable Product:
 - a. Kings
 - b. Amp
 - c. Amphenol
 - d. Canare
 - e. Liberty
- F. RCA Male Cable Connectors:
1. Provide RCA cable connectors with die cast shell
 2. Shell Color: Silver

3. Contacts: Silver
 4. Terminations: Solder
 5. Acceptable Product:
 - a. Switchcraft 3502 Series
 - b. Liberty
- G. F Connector:
1. Provide commercial style gold plated connector with integral sleeve for F6 Series, F11 Series, and F59 Headend cable
 2. Provide seal ring in all moisture intensive environments
 3. Install with manufacturer recommended compression tool
 4. Provide weatherized boots and seal covers for all antenna connections
 5. Verify connector cable type, size and construction with manufacturer
 6. Acceptable Product:
 - a. Gilbert Engineering GF-US-6Q series, GF-US-11Q, and GF-US-59Q series respectively
 - b. Gilbert Engineering Seal ring: G-SR-1/2
- H. RJ45 Connectors:
1. UTP Category 6, 8-pin wiring inserts T568A/B jacks
 2. Acceptable Products:
 - a. Belden PN#AX101320 (color to match plate)

PART 3 - EXECUTION

3.1 GENERAL

- A. Coordination of the Work specified herein with other project work so as to facilitate a cohesive final Product.
- B. The installation recommendations contained within ASDI and Telecommunications Distribution Methods Manual are mandatory minimum standards and requirements.
- C. Mount equipment and enclosures plumb and level.
- D. Permanently installed equipment to be firmly and safely held in place. Design equipment supports to support loads imposed with a safety factor of at least five. Seismic bracing will be installed on appropriate equipment where local codes require such installation.
- E. Verify all locations of equipment in all rooms with Owner's Representative, Owner, and Consultant.

3.2 INSTALLATION

- A. Installation of cable and wiring
 1. Cabling and Wiring:

- a. Install cable in a manner to adhere to manufacturer's specifications for maximum cable pulling tension, minimum bend radius, and any other restrictions.
- b. Provide appropriate support at all horizontal-to-vertical transitions in order to keep the weight of the cable from degrading at the point of transition.
- c. If a J-hook or trapeze system is used to support cable bundles, all horizontal cables will be supported at a maximum of 48-inch (1.2 meter) intervals. At no point will the cables rest on light fixtures, acoustic ceiling grids, panels, conduits, sprinkler pipe, water pipe and/or HVAC system ducting.
- d. Horizontal distribution cables will be bundled in groups of no more than 50 cables when being supported by J-Hook or trapeze systems. Cable bundle quantities in excess of 50 cables may cause deformation of the bottom cables within the bundle and degrade cable performance. An exception to this rule is when cable is installed in cable tray systems.
- e. Cable will be installed above fire-sprinkler systems and will not be attached to the system or any ancillary equipment or hardware. The cable system and support hardware will be installed so that it does not obscure any valves, fire alarm conduit, boxes, or other control devices.
- f. Cables will not be attached to ceiling grid or lighting fixture wires. Where support for horizontal cable is required, install appropriate carriers to support the cabling.
- g. Any cable damaged or exceeding recommended installation parameters during installation will be replaced prior to final acceptance at no cost to the Owner.
- h. Cables will be identified by a self-adhesive machine label in accordance with the System Documentation Section of this specification and ANSI/TIA/EIA-606-A. The cable label will be applied to the cable behind the faceplate on a section of cable that can be accessed by removing the cover plate.
- i. Unshielded twisted pair cable will be installed so that there are no bends smaller than four times the cable outside diameter at any point in the run and at the termination field.
- j. Provide splice free wiring and cabling from origination to destination. Cables will be installed in continuous lengths from origin to destination (no splices). Properly designed transition points, or consolidation points are not considered 'splice' points.
- k. Make joints and connections with rosin-core 60/40 solder or with mechanical connectors specifically intended for the type and class of cable being used. Where spade lugs are used, crimp properly with ratchet type tool.
- l. Take precaution to prevent and guard against electromagnetic and electrostatic hum. For line-level audio signal, float cable shield at one end. Shield(s) that are not connected are to be folded back over the cable jacket and covered with heat-shrink tubing. Do not cut off unused shield.
- m. Isolate cables and wires of different signals or different levels are to be separated, organized, and routed in order to restrict channel crosstalk, or create feedback oscillation in any amplifier section. Keep wiring separated into groups for microphone level circuits, line level circuits, loudspeaker circuits, and power circuits.
- n. Connect cable to active components through XLR connections whenever multiple formats are available. Make connections to speaker transformers with properly sized closed-end connectors crimped with factory approved ratchet type tool. Wire nut or "Scotchlock" connectors are not acceptable. Do not wrap audio cable splices or connections with adhesive backed tape.
- o. Cover edges of cable and wire pass-through holes in chassis, housings, boxes, etc., with rubber grommets or Brady GRNY nylon grommetting.
- p. Execute wiring in strict adherence to:
 - 1) Phillip Giddings. Audio System Design and Installation. Indianapolis: Howard W. Sams & Co., 1990.

- 2) Don Davis and Carolyn Davis. Appendix II, Recommended Wiring Practices. Sound System Engineering, 2nd Edition. Indianapolis: Howard W. Sams & Co., 1989.
 - 3) AV Installation Handbook Second Edition: The Best Practices for Quality Audiovisual Systems, Infocomm, 2009
2. Equipment Housing Cabling and Wiring:
 - a. Lace, tie, or harness wire or cable as required herein, and in accordance with accepted professional practice. Dress, lace, or harness all wire or cable to prevent mechanical stress on electrical connections; no wire or cable will be supported by a connection point. Install cable and wire neatly tied in manageable bundles with cable lengths cut to minimize excess cable slack but still allow for service and testing. Provide horizontal support bars if cable bundles sag.
 - b. Provide adequate service loops so that equipment mounted on rack slides may be pulled fully out to their locked position without straining cable.
 - c. Neatly bundle excess AC power cable from housing mounted equipment with plastic cable ties.
 - d. Provide plastic cable ties or Velcro straps to bundle cabling and wiring. Electrical tape and adhesive backed cable tie anchors are not acceptable.
 - e. Install with connections completely visible and labeled.
 - f. Provide termination resistors, if required, of 5 percent tolerance. Mount the termination resistors fully visible.
- B. Installation of connectors, plates & panels:
1. Install panel mounted connectors rigidly attached to panels, plumb and level.
 2. Custom rack panels will be flanged standard EIA sizes, brushed black anodized finish unless otherwise noted.
 3. Custom connector plates (loudspeaker, microphone, etc. lamicoid) are typically stainless steel, unless otherwise noted or specified. However, verify plate finish with the Owner.
 4. Install XLR type connectors in accordance with IEC-268 standard, with a wiring scheme of pin 2 hot (high), pin 3 (low), and pin 1 screen (shield).
 5. Other Plates and Panels may be required to satisfy the requirements of the Work.
- C. Installation power and grounding:
1. Coordinate final connection of power and ground wiring to housings.
 2. Hardwire power wiring directly to internal AC receptacles to ensure uninterrupted operation.
 3. Provide 3-conductor, isolated ground, 120 VAC outlets as required within each housing. Provide a minimum of two spare outlets in each rack.
 4. Provide a copper ground buss top to bottom in each housing, insulated from the housing. Ground equipment chassis not having a three wire power cord to these busses using 6/32 nuts, bolts and lock-washers with No. 12 wire. Connect green ground wire from each AC outlet in housing to this buss bar.
 5. Replace manufacturers supplied 18 gauge IEC power cords with UL listed 18 gauge pre-molded 6", 12", 18", or 24". Use minimum length required. No looped or cable tied IEC power cords will be permitted within the equipment rack.
 6. Replace manufacturers supplied 14 gauge IEC power cords with UL listed 14 gauge pre-molded 18" or 36" folamr all equipment IEC capable. Use minimum length required and minimize looped or cable tied IEC power cords present in the equipment rack.
- D. Installation of electronic equipment:
1. Take appropriate precautions against electrostatic discharge (ESD). Establish a personal ground before handling electronic equipment through the use of a grounded wrist wrap and/or an anti-static floor pad.

2. Take appropriate precautions to protect the equipment from damage during installation. Equipment to be installed free of damages, scratches, dents, etc.
3. Mount trim potentiometers, custom circuit cards, relays, and transformers (except large 70V units) in shielded enclosures, and mark their function and connections with engraved lamicoid labels.
4. Mount equipment plumb and level, firmly and safely held in place.

E. Installation of equipment housing:

1. Mount equipment in racks or other project specific equipment housing apparatus. Fully wire and test before delivery to job site. If field conditions prevent prior assembly of racks, notify Owner in writing that racks will be fabricated on site and the reasons for the change.
2. Secure rack mounted devices utilizing all available fastener mounting positions on device.
3. Provide rear support for housing mounted equipment greater than 15 inches deep.
4. Provide blank panels to fill unused panel space within the equipment housing.
5. If Key door locks are required, key each housing type alike.
6. Looking at the rack from the rear, locate AC power and speaker wiring on the left; line level audio, video, and RF wiring on the right.
7. Provide shaft locks or security covers on non-user operated equipment having front panel controls. These panels are to be installed at the conclusion of testing.
8. If forced-air active thermal management is used, provide ventilation blocking material on the front, sides, and rear of the equipment rack as needed. Reference Middle Atlantic Products "Controlling the Temperature Inside Equipment Racks". Air temperature inside of the rack is not to exceed 90 degrees Fahrenheit.
9. Panels, or equipment mounted on the rear rack rails, will not block access to any front mounted components.
10. If equipment rack is not equipped with casters, provide two inch high wood base to isolate equipment rack from floor. Wood base should be capable of supporting the load.

F. Installation of flat panel monitors:

1. Confirm location before mounting.
2. Monitors will be mounted plumb and level at the operating position in a safe, secure, and permanent manner.
3. All hardware required to locate the mount and monitor at the required position will be provided.
4. Locate monitor on the center line of the room unless noted otherwise.

G. Outdoor mounting of equipment

1. Objects mounted outdoors and within the building bowl structure will be properly treated for exposure to moisture and temperature extremes.
2. Mounting hardware will be non-corrosive or be coated with a corrosion inhibiting layer.
3. Structural supports for loudspeakers, or other equipment, will have inherent corrosion resistance, or be covered with a corrosion inhibiting layer.
4. Speaker components mounted in exterior environments will be rigidly connected to the structure to prevent movement caused by wind gusts.
5. Speaker and microphone enclosures to include grille capable of breaking up direct water sprays or rain.
6. Seal all exposed electrical connections on speaker enclosure with waterproof silicone sealant.
7. Treat paper cones of outdoor speakers with silicone based moisture repellent if not factory treated.

8. Provide screened cover over all openings in horn type speakers to keep out birds, insects, or small animals. Screened covering to be stretched with no visible wrinkles.

3.3 FIRESTOP

- A. A fire-stop system is comprised of the item or items penetrating the fire rated structure, the opening in the structure and the materials and assembly of the materials used to seal the penetrated structure. Fire-stop systems comprise an effective block for fire, smoke, heat, vapor and pressurized water stream.
- B. All penetrations through fire-rated building structures (walls and floors) will be sealed with an appropriate fire-stop system. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure). Any penetrating item i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, etc. will be properly fire-stopped.
- C. Fire-stop systems will be reviewed by a Professional Engineer (PE) licensed to practice in the State in which the project is located. Stamped drawings showing the fire stop systems will be included as a submittal item. Once the systems are installed, the engineer of record for the firestop system will physically inspect the methods and means used to verify compliance with the original design.
- D. A drawing showing the proposed fire-stop system, stamped/embossed by the PE will be provided to the Owner's Technical Representative prior to installing the fire-stop system(s).
- E. All fire-stop systems will be installed in accordance with the manufacturer's recommendations and will be completely installed and available for observation by the local authorities prior to cable system acceptance.

3.4 CONTROL SYSTEM PROGRAMMING

- A. Transport Control
 1. Provide standard Stop, Play, Pause, Fast Forward, and Rewind for each playback device and menu control for DVD players. Buttons should be arranged in a conventional fashion that will be familiar to the normal user.
 2. The selected control function should be displayed by showing the appropriate button "pressed". It should remain this way until another function is selected.
 3. For devices that will go into a standby mode after a period of time, the control system will sense this mode and restore normal operating mode once a transport function has been selected. This may require the use of current sensors to determine the state of the unit. No direct user action should be required at the playback device to restore the normal operating mode.
- B. Screen/Shade Control
 1. In addition to up-down functions, provide a Stop function to allow the movement to be halted. Once movement has been stopped, the up or down buttons should resume travel in the selected direction.
 2. Control system will not prevent screen/shade wall controls from being used as well.

3. Touch panel controls should be readily accessible to the user to permit direct control of shades or screen with having to navigate through multiple control pages.

C. Room Combining

1. Combining of adjacent areas will be done through a graphical representation of the physical areas to be combined. Use of a floor plan metaphor is recommended with the graphic oriented correctly with respect to control panel location.
2. Use buttons or other appropriate objects placed along the common wall to enable the combining function.
3. When spaces are combined, the graphic appearance of those areas will change to reflect this configuration. Once an area is separated from a combination, the color of its area should revert to the normal room color.
4. Common control functions between combined rooms will be linked, allowing control of the combined area from any one of the touch panels. Examples of common functions include:
 - a. Background music selection
 - b. Background music volume
 - c. Background music muting
 - d. Lighting preset recall
 - e. Master volume (not individual channel volume)
5. When combining adjacent rooms, the control system will force the common functions to a predetermined default configuration so all rooms have the same configuration.
6. To avoid unintentional changes, a control panel will not be able to operate a function in a remote location without also operating that same function in the room where the panel is located.

D. Level Control

1. Objects requiring level adjustment such as volume or tone controls will be through Up/Down buttons with a graphical representation of the actual level.
2. Increment of level change to be adjusted for reasonable range without the need to push the Up or Down buttons needlessly.

E. Volume Mute

1. Where the ability to mute the sound is needed, the button will use the label "Vol On" and "VOL OFF" instead of Mute and Unmute. When in a "VOL OFF" mode, pushing the "VOL UP" button will restore the sound and bring the system out of the muted mode.
2. VOL ON/OFF buttons will change color to indicate the status of the button.

F. Standard Colors

1. Control functions will be color coded to add clarity and show relationships between different groups of controls.
2. The color Red will be reserved to indicate a fault or abnormal condition.
3. Green may be used to indicate normal operation, but may be used for standard control colors as well.
4. Similar controls should maintain the same color scheme across all control pages.
5. When a function is selected, the graphical depiction of that button should appear to be pressed and its color change to a darker shade of the regular button color.
6. Color schemes used for background and foreground objects should be selected to be complimentary and provide a consistent theme throughout the control pages.

G. Minimum Button Size and Placement

1. Minimum visual size of a button is 3/8" wide by 1/4" high.
2. Spacing between buttons should be no less than 1/16".
3. Where buttons are immediately adjacent, the active selection area of the button should be reduced to 80% of the visual area of the button.

H. Button Actions

1. When a function on a control page is selected, that button or visual object associated with that function should change to reflect what has been chosen.
2. For functions that are momentary selections (i.e., VOL UP), the change of state is visible for as long as the button is being pressed.
3. For function that are maintained selections (i.e., PLAY), the change of state remains visible until another function is selected and resets the previous function.
4. The state change of a button or visible object should depict real-world objects as much as possible including the appearance of the button be pressed inward, change in shade of the original color, but not a change in hue.

I. Labels

1. Use of simple words or titles are preferred to indicate functionality, navigation and system status.
2. Use of stylish symbols should be avoided unless their identity is commonly recognized by the general public. Standard symbols for transport functions are acceptable.
3. Labels should be presented in a clear, sans serif type face that will remain legible on lower resolution touch panels.
4. Where physical buttons are present along the side of a touch panel, these buttons should be engraved and filled with a contrasting color.

J. Power On/Off

1. For panels requiring an ON/OFF control, these functions should be linked through current sensors or other methods for the control system to detect the power on condition of the component being controlled.
2. Powering off a system should not interfere with the ability of a projector to complete its cool down cycle.

K. Look & Feel

1. Control pages should utilize a clean, elegant but stylish appearance.
2. Use a common graphical template across all control pages for a consistent look.
3. The touch screen layout should utilize graphical elements such as drop shadows, gradient fills and transparency to provide a pleasing overall appearance.
4. Utilize graphical representations of floor plans to convey location information.
5. Include company logos, icons or watermarks to portray the corporate identity.
6. Provide clear navigation tools for moving between control pages.
7. Each sub-page should have a "BACK" button to return to the previous page. This button should appear in the same location on each page.
8. Provide a "HELP" button or icon on each user page to provide clear, non-technical instructions on how to use the functions available to regular users.

L. Security

1. Provide password access to control pages not intended to be accessed by the general public.
2. Unless otherwise noted, provide a minimum of three levels of access
 - a. General User

- b. Non-Technical Employee
 - c. AV Technician
- 3. Segregate the control functions to only allow authorized individuals access to more sophisticated control pages.
- 4. Provide a timeout feature to automatically return the control panel back to the default opening screen after 30 seconds of inactivity. After this reset, passwords must be reentered to return to a previous control page.

M. Presets

- 1. For systems that have different operating modes or configurations, provide the ability to store and recall preset combinations of system settings.
- 2. Provide a "Preset" page that permits a minimum of five presets to be recalled. Each button to include a label describing the function or configuration associated with that button.
- 3. Provide the ability for new presets to be stored over previous settings. New preset to be able to change the label to reflect the new or revised configuration.
- 4. When a preset has been recalled, the control page should indicate the active configuration.

3.5 LABELING OF EQUIPMENT

- A. Provide each terminal strip with a unique descriptor and a numerical designator for each terminal. Show terminal strip descriptor and designator on system schematic drawing.
- B. Provide logical and legible cable and wiring label permanently affixed for easy identification.
 - 1. Labels on cables to be adhesive strip type covered with clear heat-shrink tubing. Factory stamped heat shrink tubing may be used in lieu of the adhesive strip style.
 - 2. Wiring designator to be an alpha-numeric code unique for each cable. Actual cable designation assignments to be determined by Contractor. Add cable designation codes to system schematic drawings.
 - 3. Locate the cable designator at the origination and destination of each circuit within 3 inches of the point of termination or connection. Provide cable designator on circuits with intermediate splice points with an additional suffix to indicate each segment.

3.6 ENGRAVING

- A. Text font: 1/8-inch block sans serif characters unless noted otherwise.
- B. On dark materials, provide white characters; on stainless steel or brushed natural aluminum plates, or light-colored materials, provide black characters.
- C. Provide at least two lines of text with first line listing the general device name, e.g., amplifier. Second line to include schematic reference of the device, e.g., AMP-1.
- D. Equipment label: black with white characters except where indicated.

3.7 COMMISSIONING

- A. Prior to energizing or testing the system, ensure the following:
 - 1. All products are installed in proper and safe manner according to manufacturer's instructions.
 - 2. Insulation and heat shrink tubing are present where required.
 - 3. Dust, debris, wire trimmings, etc. is removed.
 - 4. Cable is dressed, routed, and labeled; connections are consistent with regard to polarity.
 - 5. Labeling has been provided.
 - 6. Temporary facilities and utilities have been properly disconnected and removed.
 - 7. Products are neat, clean, and unmarred. Parts securely attached.
 - 8. Broken work, including glass, raised flooring and supports, ceiling tiles and supports, walls, doors, etc. have been replaced or properly repaired.
- B. Prior to energizing the System, verify and perform the following tests and adjustments in compliance with applicable EIA standards.
 - 1. Electronic devices are properly grounded.
 - 2. Test each AC power receptacle with a circuit checker for proper hot, neutral, and ground connections.
 - 3. Verify each individual component is operating properly.
 - 4. Verify each individual component's performance meets the manufacturer's published performance for this unit.
 - 5. Measure and record the DC resistance between the technical ground in any equipment rack or console and the main building ground. Resistance should be 0.15 ohms or less.
- C. Loudspeaker Circuit Verification Test
 - 1. Measure the impedance of each loudspeaker line leaving the equipment racks.
 - 2. For constant voltage systems measure the impedance at 100 (or 250) Hz, 1 KHz and 8 (or 10) KHz of each line leaving the equipment rack with the line disconnected from the driving source. For band limited devices, use a frequency appropriate for the operating range of the transducer.
 - 3. When documenting the results of these tests, include the calculated impedance based on number of units on a line and the size and distance of the run. Correct any field readings that differ more than 20% from the calculated impedance.
 - 4. Include the results of the tests in the Project Record Manual.
- D. Loudspeaker Polarity Verification Test
 - 1. Use an electronic polarity checker, SysTune, SMAART, or other two-channel FFT measurement system to test each loudspeaker. All loudspeakers should have the same relative polarity.
 - 2. Follow manufacturer's recommendations in conducting the tests.
 - 3. Include the results of the tests in the Project Record Manual.
- E. Audio Signal Paths
 - 1. Verify operation from each source device through all switching, amplification, and distribution devices.
- F. System Gain Adjustment
 - 1. Adjust each active device to have proper gain structure from the mixer output to the input of the amplifier.
 - 2. With all amplifiers turned off, connect a sine wave or pink noise generator to the input of the mixer. Using an RMS AC voltmeter with a dB scale, adjust the mixer to an output

between -10 and 0 dBu. Note the dBfs level should be -18dB for digital outputs. Once the level has been established, it should remain unchanged throughout the test. All equalizers should be set flat for this test.

3. Follow the signal flow from the mixer to each subsequent component. Measure the input level and output level of each device at the point of connection to the device. The input level reading should differ no more than 0.25 dB from the level recorded for the preceding device. Diagnose and correct the wiring or equipment when any readings exceed this range.
4. Adjust the output of each component to achieve the proper output level.
5. Record the output levels of each device in the Project Record Manual.

G. System Equalization

1. Using SysTune, SMAART, or other two-channel FFT measurement system, equalize all loudspeaker systems to provide a suitable frequency response as follows:
 - a. Speech Reinforcement Systems: flat response from 125 Hz to 2.5 KHz, with 2 dB roll off above. Adjust initial settings as necessary for best intelligibility
 - b. Program Reproduction Systems: flat response from 65 Hz to 8 KHz, with 2 dB per octave roll off above. Adjust subwoofer level to +6dB above man speakers from 35Hz to Hz. Adjust initial settings to optimize audio quality.
2. Verify system gain and amplifier levels.
3. Provide program levels of at least 95 dB and speech reinforcement levels of at least 70 dB in the seating area without objectionable distortion, buzzes, or rattles.
4. Provide hard copy printouts of the spectral response with the test data.

H. RFI and Parasitic Oscillation

1. With systems operating, check to ensure that all systems are free from spurious oscillation and radio frequency interference in the absence of audio signal.

I. Buzzes, Rattles, and other Distortions

1. Adjust the system for normal operating level in the space. Apply a slow sine wave sweep from 60 Hz to 3 KHz and listen carefully for buzzes, rattles, and other objectionable distortions.
2. Correct the cause of the defect. If the cause is not from the system, bring the cause to the attention of the Owner, indicating cause and suggestive corrective actions.

J. Video Systems Test

1. Projected images and screen must be plumb with respect to ceiling line.

K. Video System Tests. Verify performance of all video equipment, components, and systems, as specified herein.

1. Video (signal):
 - a. S/N (peak to RMS), unweighted DC to 4.2 MHz: 55 dB minimum.
 - b. Crosstalk, unweighted DC to 4.2 MHz: 45 dB minimum.
 - c. Frequency Response: Within plus to minus 0.5 dB to 4.2 MHz.
 - d. Line and Field Tilt: 2% maximum.
 - e. Differential Gain: 2% maximum.
 - f. Differential Phase: 2 degrees maximum.
 - g. Frequency Response: DC to 4.2 MHz within plus or minus 0.5 dB.

L. Video Signal Paths

1. Verify operation from each source device through all switching, amplification, and distribution devices.

M. Video Test Report will include the following:

1. Test Failures and Notices
 - a. Sink Device EDID Test – Open items or failures will not be accepted.
 - b. Cable Length Test – Open items or failures will not be accepted.
 - c. HDCP KSV Limitations – Limitations will not be accepted.
 - d. Cable Limitations - Limitations will not be accepted.
 - e. EDID Limitations - Limitations will not be accepted.
 - f. Cable Length Limits exceeded – Failing cables will not be accepted.
2. Device Model Number, Serial Number, and Firmware Version for main chassis and each input and output card.
3. Device Model Number, Serial Number, and Firmware Version for connected transmitter and receiver devices.
4. EDID – Input Resolution and 3D support status for each input.
5. EDID – Supported Output Resolution and 3D support status for devices connected to each output.
6. EDID – Supported Audio formats for each input.
7. EDID – Supported Audio formats for devices connected to each output.

N. Control Systems

1. Verify operational functions of the control system and all interfaced devices.
2. Verify operational functionality of any wireless user devices.

3.8 FINAL OBSERVATION & TESTING

- A. Upon completion of installation, initial adjustments, tests, and measurements specified in Part 3, and submission and review of the results, a final observation and test will be performed by the Owner or Owner's representative no earlier than two weeks after receipt of the written results.
- B. Provide a minimum of one (1) person for observation and testing familiar with aspects of the System to assist the Owner.
- C. The process of testing the System may necessitate moving and adjusting certain components.
- D. Testing includes operation of each major system and any other components deemed necessary. Perform tests and provide required test equipment, tools and material required to make any necessary repairs, corrections, or adjustments.
- E. The following procedures will be performed on each System:
 1. Observation of the methods and means employed to incorporate the System within the facility.
 2. Verification of proper operation, from controlling devices to controlled devices.
 3. Verification of proper adjustment, balance, and alignment of equipment for optimum quality and to meet the manufacturer's published specifications. Establish and mark normal settings for each level control, and appropriately record these settings within the Record Documents.
 4. Other tests on equipment or systems deemed appropriate.

- F. In the event the need for further adjustment or work becomes evident during testing, the Contractor is to continue their work until the System is acceptable at no addition to the contract price. If approval is delayed because of defective equipment, or failure of equipment or installation to meet the requirements of these specifications and any extension of the observation and testing period is required, the Contractor will pay for additional time and expenses of the Owner at the standard rate in effect at that time.

3.9 TEST EQUIPMENT

- A. Thirty days prior to start of testing, provide a list to the Owner of test equipment make, model numbers, and calibration dates that will be used.
- B. The following equipment will be available on site for the entire test period through final system testing.
1. Sound Level Meter: ANSI S1.4-1971 Type S1A with digital or analog display. Meter to provide ranges of 40 to 120 dBA.
 2. Pink Noise Source - Equal energy per octave bandwidth 20 Hz to 20,000 Hz, ± 1 dB (long-term average) at 0 dBm output. Stability: ± 2 dB per day.
 3. Impedance Meter - Capable of testing audio lines at three frequencies, minimum, between 250 Hz and 5k Hz. Measurement Range: 1 ohm to 100 kohms.
 4. Audio Oscillator: bandwidth 20 Hz to 20k Hz ± 5 dB at 0 dBm output. Output to be balanced. Oscillator to include adjustable output level over the range from -30 dBu to $+10$ dBu.
 5. Multimeter - Measurement range, DC to 20k Hz, 100 mV to 300 V, 10 ma to 10 A, dB.
 6. NTSC Test generator
 7. Sound system measurement and alignment system
 - a. SysTune, SMAART, or other two-channel FFT measurement system, with industry standard measurement microphones. Provide adequate microphone cabling for the venue size, or a wireless microphone system qualified for use with a test measurement system. Provide one microphone stand with each microphone.
 8. Video (analog) test generator capable of generating signal up to 1920 x 1200 with audio.
 9. Video (digital) test generator capable of generating signal up to 1920 x 1200 with audio.
 10. Two-way radios to connect personnel in the equipment room(s) with personnel in other areas of the site for coordinated systems test and setup.
 11. Ladders and scaffolding necessary to inspect elevated equipment, junction boxes, etc.

3.10 INSTRUCTION OF OWNER PERSONNEL

- A. Provide 8 hours instruction to Owner designated personnel focusing on the use, operation, and maintenance of the systems, scheduled as a minimum of two separate sessions, by an instructor fully knowledgeable and qualified in system operation. The System Reference Manuals should be complete and on site at the time of this instruction. Coordinate schedule of demonstration with Owner's Representative.
- B. Video record all training sessions and compile a training video to be provided to the Owner electronically.
- C. Provide sign in sheet to document the attendee's presence.

- D. If Contractor is not properly equipped to conduct Owner training on particular equipment, arrange for factory representatives of the equipment to be present to provide training at no additional cost to the Owner.
- E. Provide on-site event support for 4 events, chosen at the discretion of the Owner, by a technician fully knowledgeable and qualified in sound system operation, programming, and troubleshooting.

3.11 CLEANUP AND REPAIR

- A. Upon completion of the work, remove refuse and rubbish from and about the premises. Leave areas and equipment clean and in an operational state. Repair any damage caused to the premises by the installation of systems at no cost to the Owner.

END OF SECTION 27 41 16

US BANK STADIUM CLUB AND SUITE CONTROLS

401 Chicago Ave, Minneapolis, MN 55415

DISPLAY	HEIGHT X WIDTH (FEET)	TOLERANCE	MAX HEIGHT	TYPE	USE	POSITION INFORMATION	NOTES	LOCAL INPUTS	REMOTE INPUTS FROM PRODUCTION	IPTV INPUTS
SUKUP CLUB 1	8' - 8" X 27' - 8"	+3%	8' - 8 "	TYPE 1	VIDEO, GRAPHICS, MULTIPLE VIDEO FEEDS	REPLACE EXISTING PROJECTION	FIELD VERIFY DIMENSIONS TO REPLACE EXISTING DISPLAYS.	1	1	4
SUKUP CLUB 2	8' - 8" X 27' - 8"	+3%	8' - 8 "	TYPE 1	VIDEO, GRAPHICS, MULTIPLE VIDEO FEEDS	REPLACE EXISTING PROJECTION	FIELD VERIFY DIMENSIONS TO REPLACE EXISTING DISPLAYS.	1		4
SUKUP CLUB 3	8' - 8" X 27' - 8"	+3%	8' - 8 "	TYPE 1	VIDEO, GRAPHICS, MULTIPLE VIDEO FEEDS	REPLACE EXISTING PROJECTION	FIELD VERIFY DIMENSIONS TO REPLACE EXISTING DISPLAYS.	1		4
LITTLE SIX CLUB 1	8' - 8" X 27' - 8"	+3%	8' - 8 "	TYPE 1	VIDEO, GRAPHICS, MULTIPLE VIDEO FEEDS	REPLACE EXISTING PROJECTION	FIELD VERIFY DIMENSIONS TO REPLACE EXISTING DISPLAYS.	1		4
LITTLE SIX CLUB 2	8' - 8" X 27' - 8"	+3%	8' - 8 "	TYPE 1	VIDEO, GRAPHICS, MULTIPLE VIDEO FEEDS	REPLACE EXISTING PROJECTION	FIELD VERIFY DIMENSIONS TO REPLACE EXISTING DISPLAYS.	1		4
OPTIONAL DISPLAYS BELOW, NOT BASE BID. REFER TO SPECIFICATION 11 63 10.										
POLARIS CLUB	6' - 9" X 12'	+3%	7' - 0"	TYPE 1	VIDEO, GRAPHICS, MULTIPLE VIDEO FEEDS	REPLACE EXISTING MONITOR WALL	FIELD VERIFY DIMENSIONS TO REPLACE EXISTING DISPLAYS.	1	1	4
PURPLE CLUB	6' - 9" X 12'	+3%	7' - 0"	TYPE 1	VIDEO, GRAPHICS, MULTIPLE VIDEO FEEDS	REPLACE EXISTING MONITOR WALL	FIELD VERIFY DIMENSIONS TO REPLACE EXISTING DISPLAYS.	1	1	4
MEDTRONIC CLUB	9' X 16'	+3%	9' - 3"	TYPE 3	VIDEO, GRAPHICS, MULTIPLE VIDEO FEEDS	REPLACE EXISTING MONITOR WALL	FIELD VERIFY DIMENSIONS TO REPLACE EXISTING DISPLAYS.	1	1	4

2 LED DISPLAY SCHEDULE
N.T.S

						OPTIONAL DISPLAYS BELOW, NOT BASE BID. REFER TO SPECIFICATION 11 63 10.		
	SUKUP CLUB 1	SUKUP CLUB 2	SUKUP CLUB 3	LITTLE SIX CLUB 1	LITTLE SIX CLUB 2	POLARIS CLUB	PURPLE CLUB	MEDTRONIC CLUB
WELCOME TO STADIUM	X	X	X	X	X	X	X	X
TEAM WELCOME	X	X	X	X	X	X	X	X
MATCH UP	X	X	X	X	X	X	X	X
NEXT GAME	X	X	X	X	X	X	X	X
TEAM WINS	X	X	X	X	X	X	X	X
QUAD SPLIT	X	X	X	X	X	X	X	X
DUAL SPLIT	X	X	X	X	X	X	X	X
PRIMARY GAME WITH 3 SMALLER PIP	X	X	X	X	X	X	X	X
SINGLE GAME WITH LBAR	X	X	X	X	X	X	X	X
LOCAL INPUT AT 16 X 9 WITH REPLACABLE GRAPHICAL PANEL	X	X	X	X	X			
REPLACABLE AD PANEL	X	X	X	X	X	X	X	X

1 LED CONTENT SCHEDULE
N.T.S

REVISIONS		
NO.	DATE	DESCRIPTION
PROJECT	24174	
DRAWN	W.JHW	REVIEWED W.JHW
ISSUE	04/18/2025	
TITLE	LED SCHEDULES	
SHEET		



EXHIBIT B – Trade Contract Agreement

**TRADE CONTRACT AGREEMENT BETWEEN THE
MINNESOTA SPORTS FACILITIES AUTHORITY
AND THE TRADE CONTRACTOR**

TRADE CONTRACT AGREEMENT

THIS TRADE CONTRACT AGREEMENT (“Trade Contract Agreement”) is made
as of the [] day of [] in the year of 20[] (“Effective Date”).

BY AND BETWEEN

The AUTHORITY:

MINNESOTA SPORTS FACILITIES AUTHORITY
1005 4th Street South
Minneapolis, MN 55415

and the

TRADE CONTRACTOR:

For:

For the following **PROJECT:** [] for U.S. Bank Stadium

1. General Provisions

1.1 Definitions. The definitions set forth in **Appendix A** shall apply in this Trade Contract Agreement.

1.2 Correlation and Intent. It is the intent of the Trade Contractor and Authority that the Trade Contract Documents include all items necessary for proper design, construction, execution and completion of the Trade Contractor Work. The Trade Contract Documents are complementary, and what is required by any one shall be binding as if required by all. Work not covered in the Trade Contract Documents, but reasonably inferable from the Trade Contract Documents, will be included as part of the Trade Contractor Work. In the event of inconsistencies within or between parts of the Trade Contract Documents, or between the Trade Contract Documents and Applicable Laws, the Trade Contractor shall (x) provide the better quality or greater quantity of the Trade Contractor Work or (y) comply with the more stringent requirement, either or both in accordance with the Authority's reasonable interpretation.

1.3 Project Site. Before ordering any materials or doing any Trade Contractor Work, the Trade Contractor shall verify all existing conditions and measurements at the Project Site and shall be responsible for the correctness of such measurements. Any difference that may be found shall be submitted to the Authority for interpretation before proceeding with the Trade Contractor Work. Any errors due to the Trade Contractor's failure to so verify all such dimensions or locations shall be promptly rectified by the Trade Contractor without any additional cost to the Authority.

2. Trade Contractor Work

2.1 Scope of Work. The Trade Contractor shall provide all services, work, labor, materials, equipment and other necessary payments as are required to complete the Trade Contractor Work as set forth in the Trade Contract Documents and as set forth on **Exhibit 1**. The Trade Contractor Work is intended to be inclusive of all design, construction, services, work, labor, materials, engineering, testing, tools, supplies, facilities, management, supervision, permits, licenses, taxes, inspections and equipment required by, or reasonably inferable from, the Trade Contract Documents necessary to complete the Trade Contractor Work pursuant to the Construction Schedule for the Trade Contract Amount.

2.2 to 2.3 [RESERVED].

2.4 Representation and Warranty. The Trade Contractor warrants and represents the following: (a) the Trade Contract Amount is just and reasonable compensation for all the Trade Contractor Work; (b) said Trade Contract Amount is sufficient to address all foreseen and unforeseen conditions that will impact the Trade Contractor Work and ability to complete the Trade Contractor Work in accordance with the Trade Contract Amount and Contract Time; (c) the Contract Time is adequate for the performance of the Trade Contractor Work; and (d) the Trade Contractor has a complete understanding of the scope of the Trade Contractor Work and has been provided adequate time to establish the Trade Contract Amount in sufficient detail to support the Trade Contract Amount.

2.5 Labor Harmony. The Trade Contractor shall only employ labor in connection with the Trade Contractor Work capable of working harmoniously with all trades, crafts, and any other Persons associated with the Project. The Trade Contractor shall also use its best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance. The Trade Contractor agrees to accept and be bound by the Project Labor Agreement attached hereto as Attachment A, including any requirement that it execute a letter of assent, acknowledgment, or other similar document further documenting its agreement to the terms set forth in the Project Labor Agreement.

2.6 to 2.7 [RESERVED].

2.8 Substitutions and Alternates. If, after execution of the Agreement and prior to submittal of applicable Shop Drawings to the Architect and Authority, the Trade Contractor desires to submit an Alternate product in lieu of what has been specified or shown in the Trade Contract Documents, the Trade Contractor may proceed only after receiving written approval from the Authority.

2.9 Permits. The Trade Contractor shall secure, pay for, and, as soon as practicable, furnish the Authority with copies or certificates of all permits and fees, licenses and inspections necessary for the proper execution and completion of the Trade Contractor Work. The Trade Contractor shall deliver certificates of inspection, use, and occupancy to the Authority upon completion of the Trade Contractor Work in sufficient time for occupancy or use of the Trade Contractor Work in accordance with the Construction Schedule.

2.10 [RESERVED]

2.11 Trade Contractor's Construction Schedule The Trade Contractor shall prepare in consultation with the Authority and Architect, and submit for the Authority's review and approval, a Construction Schedule in critical path method format. In no event shall the Authority be responsible for any costs incurred by Trade Contractor due to its responsibility to coordinate its Trade Contractor Work with the normal operation of the Stadium or the work of other trade contractors.

2.12 Shop Drawings, Product Notes and Samples. The Trade Contractor shall perform no portion of the Trade Contractor Work until the associated Shop Drawings, Product Data, Samples, or similar Submittals related to that Trade Contractor Work has been reviewed and approved by the Authority (or if designated by the Authority, by its designee). Such Trade Contractor Work shall be in accordance with approved Submittals.

2.12.1 The Trade Contractor shall not be relieved of responsibility for deviations from requirements of the Trade Contract Agreement by the Authority's (or if designated by the Authority, its designee's) approval of Shop Drawings, Product Data, Samples, or similar Submittals, unless the Trade Contractor has specifically informed the Authority (or if designated by the Authority, its designee) in writing of the existence and nature of such deviation at the time of submittal and the Authority (or if designated by the Authority, its designee) has given written approval to the specific deviation.

2.13 Cutting and Patching. The Trade Contractor shall be responsible for cutting, fitting, or patching required to complete the Trade Contractor Work or to make the Trade Contractor Work fit together properly or any damages caused to other work thereby.

2.14 Cleaning Up. The Trade Contractor shall keep the premises of the Trade Contractor Work and all surrounding areas to the Project Site free of debris or obstructions arising out of the Trade Contractor Work. If the Trade Contractor fails to cleanup as required, the Authority may, but shall not be obligated to, perform the Trade Contractor's cleanup and charge the cost thereof to Trade Contractor.

2.15 Access to Trade Contractor Work. The Trade Contractor shall provide the Authority, its respective agents and representatives, the Architect, and the Stadium Manager access to the Trade Contractor Work in preparation and progress wherever located.

2.16 Means and Methods. In no event shall the Authority or Indemnitees have any responsibility or liability for design or construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Trade Contractor Work, notwithstanding any of the rights and authority granted the Authority and Indemnitees in the Trade Contract Agreement.

3. Design Services.

3.1 Performance and Coordination. The Design Services provided by the Trade Contractor, or through a design professional Consultant that Trade Contractor retains to fulfill its obligations under the Trade Contract Agreement, shall be performed in strict accordance with all provisions of the Act. Trade Contractor shall coordinate and integrate the Design Services with the Architect, the Stadium Manager, and other Trade Contractors and Vendors to allow the Vendors, and Trade Contractors to complete their work.

3.2 Standard of Care. The Design Services provided by Trade Contractor for the design and construction of its Trade Contractor Work shall be provided pursuant to the Standard of Care applicable to similarly situated design professionals performing similar professional design services.

4. Contract Time

4.1 Time. The Trade Contractor shall perform the Trade Contractor Work expeditiously, efficiently, and safely in accordance with the Construction Schedule. Trade Contractor shall achieve Substantial Completion of the Trade Contractor Work within the time frames specifically described in **Exhibit 4**.

4.2 “Substantial Completion” or “Substantially Complete” shall mean the date or dates listed in **Exhibit 4** and that the Trade Contractor Work (or separable units or phases as may be agreed to by the Authority) is essentially and satisfactorily complete in accordance with the Trade Contract Documents, such that the Trade Contractor Work is fully commissioned, fully operational, received all required certifications and approvals pursuant to Applicable Law, and will permit beneficial use by the Authority. In no event shall Substantial Completion be deemed to have occurred until any certificates or licenses required from Suppliers for use of the Trade Contractor Work have been delivered to the Authority.

4.3 Punchlist. When the Trade Contractor considers that the Trade Contractor Work, or a portion thereof which the Authority agrees to accept separately, is Substantially Complete, the Trade Contractor shall prepare and submit to the Authority a comprehensive Punchlist of items to be completed or corrected. The Trade Contractor shall proceed promptly to complete and correct items on the Punchlist. Failure to include an item on the Punchlist does not alter the responsibility of the Trade Contractor to complete all Trade Contractor Work in accordance with the Trade Contract Documents. The Authority reserves the right to add to the Punchlist within thirty (30) Days after receipt of an acceptable Punchlist from the Trade Contractor. If the Authority makes any additions to the Punchlist, the Trade Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item(s). When the Trade Contractor Work or designated portion thereof is Substantially Complete, the Authority will prepare a Certificate of Substantial Completion for execution by the parties.

4.4 Final Completion. Within sixty (60) Days after Substantial Completion, the Trade Contractor shall achieve Final Completion of all Trade Contractor Work. The date of Final Completion shall establish the start of responsibility under the Agreement for security, maintenance, heat, utilities, damage to the Trade Contractor Work, and insurance. Warranties required by the Trade Contract Documents shall commence on the date of Final Completion of the Trade Contractor Work or designated portion thereof. The Certificate of Final Completion shall be submitted to the Authority and the Trade Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Final Completion of the Trade Contractor Work shall not occur until the Trade Contractor submits to the Authority all documentation and certifications in any such form as may be designated by the Authority.

4.5 Force Majeure. If the Trade Contractor is delayed in the progress of the Trade Contractor Work by events of Force Majeure, fire or other property damage not caused by the Trade Contractor or a Subcontractor, Supplier, Sub-subcontractor of any tier, or other Person for whom Trade Contractor is legally responsible, unusually severe weather conditions not customarily encountered in the area surrounding the Project which affect the scheduled Critical Path of the Trade Contractor Work, or any other cause for which the Trade Contractor is not responsible, then the Contract Time, provided for in **Paragraph 4.1** above, shall be extended by a Contract Revision for a reasonable period of time as agreed to by the Authority.

4.6 Contract Time Extensions. Notwithstanding anything to the contrary in this Trade Contract Agreement, the Trade Contractor agrees that, regardless of the cause of delay and whether or not any extension of Contract Time may be granted therefore, Trade Contractor shall continue to prosecute all Trade Contractor Work not directly affected by said cause of delay and, with respect to such portion or portions of the Trade Contractor Work as may be so affected, shall take all reasonable measures to minimize the effect of said cause of delay. All requests for a time extension must be made within twenty-one (21) days of the event allegedly causing the delay. It is a condition precedent to the consideration or prosecution of any Claim for an extension of Contract Time that the foregoing provisions be strictly adhered to in each instance and, if the Trade Contractor fails to comply, Trade Contractor shall be deemed to have waived the Claim to the extent that proper notice or mitigation would have shortened the period of delay. The Trade Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (a) is not caused, or could not have been reasonably avoided, by the Trade Contractor, or (b) could not be reasonably limited or

avoided by the Trade Contractor's timely notice to the Authority of the delay or reasonable likelihood that a delay will occur.

4.7 [RESERVED].

4.8 Partial Use. The Authority shall have the right to use, without prejudice to rights of either Party, any completed or Substantially Completed portions of the Trade Contractor Work, notwithstanding the fact that time for completion of entire Trade Contractor Work, or portions thereof, may not be expired. Use by Authority shall not constitute, in itself, acceptance of the Trade Contractor Work.

4.9 to 4.16 [RESERVED]

4.17 Royalties and Patents. The Trade Contractor shall pay all royalties and license fees. The Trade Contractor shall defend suits or claims for infringement of patent rights and shall hold the Authority and all Indemnitees harmless from loss on account thereof.

4.18 Indemnification by Trade Contractor.

4.18.1 To the fullest extent permitted by Applicable Laws, Trade Contractor hereby agrees to indemnify, hold harmless, and defend the Authority and Indemnitees from and against any and all claims, damages, liabilities, losses and expenses (specifically including reasonable attorneys' fees and costs, court fees and costs, and arbitration fees and costs incurred to defend the Authority and Trade Contractor's liability shall not be limited by the amount or limit of insurance Trade Contractor procures to insure its obligations to the Authority or Indemnitees), provided that such claims, damages, losses or expenses arise out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Trade Contractor Work itself), but only to the extent arising out of, resulting from, or incurred in connection with the performance of the Trade Contractor Work and to the extent in whole or in part caused or alleged to have been caused by the negligent or grossly negligent acts or omissions, of the Trade Contractor, Trade Contractor's employees, Subcontractors, Sub-Subcontractors, Suppliers or any Person for whom the Trade Contractor is legally responsible in the performance of the Trade Contractor Work under this Trade Contract Agreement, whether arising before or after completion of the Trade Contractor Work and arising out of, resulting from, or occurring in connection with the performance of the Trade Contractor Work or any activity associated with the Trade Contractor Work, from any activity of the Trade Contractor, Trade Contractor's employees, its Subcontractors, Sub-Subcontractors, Suppliers, their agents, or employees at the Project Site or elsewhere, and whether in part caused by the active or passive negligence or other fault of a Party or Person indemnified hereunder, excepting only personal injury to Persons or damage to property found to have been caused by the sole negligence of a Party or Person indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a Party or Person described in this **Subparagraph 4.18.1.**

4.18.2 Trade Contractor acknowledges and agrees that it has an independent obligation under this Trade Contract Agreement to procure and maintain contractual liability coverage insurance as will insure Trade Contractor's

obligations in this **Paragraph 4.18**, and further acknowledges that such insurance is commercially available. Trade Contractor's liability shall not be limited by the amount or limit of insurance Trade Contractor procures to insure its obligations herein. Trade Contractor agrees and acknowledges that such contractual liability coverage is for the benefit of the Authority and Indemnitees, but does not require Trade Contractor to provide such insurance directly to the Authority and Indemnitees.

4.18.3 In addition to its duties under **Paragraph 4.18** herein, the Trade Contractor shall defend, indemnify, and hold harmless the Authority and the Indemnitees from and against any and all alleged claims, damages, liabilities, losses and expenses (specifically including reasonable attorneys' fees and costs, court fees and costs, and arbitration fees and costs incurred to defend the Authority and Indemnitees) caused by Trade Contractor's breach of this Trade Contract Agreement to the extent finally determined. For the purpose of this **Subparagraph 4.18.3**, the Authority's or an Indemnitee's tender shall not be deemed to require proof of the Trade Contractor's breach of contract at the time of tender.

4.18.4 The Trade Contractor shall indemnify the Authority, Indemnitees, and the respective directors, officers, agents, and employees of any of them from and against any and all costs and expenses, specifically including reasonable attorneys' fees and costs, court fees and costs, and arbitration fees and costs, incurred by any of the foregoing Parties or Persons to enforce any of the Trade Contractor's defense, indemnity, and hold-harmless obligations under this Trade Contract Agreement.

4.18.5 The Trade Contractor's obligation to defend as set forth in **Subparagraphs 4.18.1** and **4.18.2** includes the obligation to provide and pay for attorneys to defend the Party or Persons entitled to indemnification under **Subparagraphs 4.18.1** and **4.18.2**, 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 Trade Contractor, the Trade Contractor shall promptly pay the attorneys' fees incurred by the Party or Persons entitled to indemnification

5. Trade Contract Amount

5.1 The Trade Contract Amount shall be as set forth on **Exhibit 2**.

6. Record Retention, Audit and Claims

6.1 The Trade Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Trade Contract Agreement and as directed and approved by the Authority. Trade Contractor agrees that the Authority can review and audit Trade Contractor's records and shall afford the Authority reasonable access to any records requested to the extent relating to the Trade Contractor's right to payment under and the Trade Contractor's compliance with the terms and conditions of this Trade Contract Agreement. The Trade Contractor shall preserve this information for a period of seven (7) years after final payment, or for such longer period as may be required by Applicable Laws. Subcontractors retained by the Trade Contractor

on a “cost-plus” basis shall have the same obligations to retain records and cooperate with audits as are required of the Trade Contractor under this **Paragraph 6.1**.

6.2 Claims and Disputes

6.2.1 Definition. A “**Claim**” is a demand or assertion by a Person seeking as a matter of right, adjustment or interpretation of terms of an agreement, payment of money, extension of time, or other relief with respect to the terms of the Trade Contract Documents. The term “**Claim**” also includes, without limitation, other disputes and matters in question between the Authority and the Trade Contractor, or between the Authority and the Architect arising out of or relating to the applicable Contract Documents or Trade Contract Documents. Claims must be made by written notice provided by the claimant to the Party against whom the Claim is being made, with a copy to the Authority. The responsibility to substantiate Claims shall rest with the party making the Claim.

6.2.2 Referral to Authority. Claims, including those alleging an error or omission by the Trade Contractor will be referred initially to the Authority for action as provided in **Paragraph 6.3**. The recommendation by the Authority, if any, in response to a Claim shall not be a condition precedent to arbitration or litigation.

6.2.3 Time Limits on Claims. Except as provided in **Subparagraph 6.2.6** below, and except for Claims asserted by the Authority, Claims by any Person that are discovered during the performance of the Trade Contractor Work must be made within twenty-one (21) Days after occurrence of the event giving rise to such Claim or within twenty-one (21) Days after the claimant first recognizes the condition giving rise to the Claim, whichever is later, or said Claim shall be deemed waived. In addition to the foregoing, as soon as the claimant recognizes the conditions giving rise to the Claim, claimant shall provide notice of such conditions to the Authority, and shall use its best efforts to cooperate with the Authority and the Party against whom the Claim is made in any effort to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition which is the cause of such a Claim. Claims may also be reserved in writing within the time limits set forth in this **Subparagraph 6.2.3**. If a Claim is reserved, the Resolution of Claims and Disputes procedures described in **Paragraph 6.3** and **Paragraph 6.4** hereof shall not commence until a written notice from the claimant is received by the Authority.

6.2.4 Continuing Contract Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Trade Contractor shall proceed diligently with performance of its Trade Contractor Work, and the Authority shall continue to make payments in accordance with the Trade Contract Documents. In the event the Trade Contractor fails to diligently proceed with its Trade Contractor Work during a period of dispute resolution, the Authority may procure necessary replacement services or work and back-charge all associated costs to the non-performing party.

6.2.5 [RESERVED].

6.2.6 Claims for Concealed or Differing Site Conditions. Notwithstanding anything to the contrary in the Trade Contract Documents, the Trade Contractor acknowledges and agrees that it has thoroughly investigated the existing design and construction of the Project and the future anticipated construction of the Project, and hereby waives any Claims for conditions encountered at the Project Site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Trade Contract Documents, the design of the Project prepared by the Architect, or existing construction and (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Trade Contract Documents or the design of the Project prepared by the Architect. The Trade Contractor acknowledges and agrees that this exclusion of Claims for differing site conditions has been specifically negotiated and that the Trade Contract Amount in **Exhibit 2** contains an adequate and fair contingency to address this specific risk among others.

6.2.7 Claims for Cost. If the Trade Contractor wishes to make a Claim for an increase in the Trade Contract Amount, written notice to the Authority as strictly set forth under this **Paragraph 6.2** is required and shall be given before the Trade Contractor proceeds to execute the Trade Contractor Work or the Trade Contractor's Claim shall be deemed waived. Any Trade Contractor Work completed by the Trade Contractor without the proper notice to and approval by the Authority will not be considered or approved as a change to the Trade Contract Amount.

6.2.8 Claims for Additional Time. If the Trade Contractor wishes to make a Claim for an increase in the Contract Time, written notice shall be given within the time period specified in **Subparagraph 6.2.3** or said Claim shall be deemed waived. The Trade Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Trade Contractor Work and the Construction Schedule. In the case of a continuing delay only one Claim is necessary.

6.2.9 Claims for Consequential Damages. Except as provided in **Exhibit 4**, the Trade Contractor and the Authority waive Claims against each other for consequential damages arising out of or relating to the Trade Contractor Work. This mutual waiver includes:

- .1** damages incurred by the Authority for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such Persons; and
- .2** damages incurred by the Trade Contractor for labor, material, or principal office costs or expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Trade Contractor Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with **Article 16** below. Nothing contained in this **Subparagraph 6.2.9** shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of **Exhibit 4**. In addition, this **Subparagraph 6.2.9** does not apply to or preclude the Authority's right to recover consequential damages to the extent provided below. Notwithstanding anything to the contrary, the Authority does not waive and specifically reserves all rights and claims to recover any and direct damages, indirect damages, incidental damages, consequential, damages incurred by the Authority and Indemnitees, including rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such Persons, and any other type or form of damages ("**Reserved Damages**") against the Trade Contractor to the extent that such claims for Reserved Damages are due to the need to repair the Trade Contractor's improper or defective Trade Contractor Work after Substantial Completion or are covered by any insurance available under the Trade Contractor's insurance program.

6.3 Review of Claims and Disputes

6.3.1 The Authority, will review all Claims once submitted by the Trade Contractor and take one or more of the following preliminary actions within ten (10) Days of receipt of a Claim: (a) request additional supporting data from the claimant, (b) submit a schedule to the parties indicating when the Authority expects to take action, (c) reject the Claim in whole or in part, stating reasons for rejection, (d) recommend approval of the Claim, (e) suggest a compromise, or (f) not take any of the above actions, in which case the Claim shall be deemed denied. The Authority may also, but is not obligated to, notify the Trade Contractor's surety, if any, of the nature and amount of the Claim.

6.3.2 If a Claim submitted to the Authority has been resolved, the Authority will prepare or obtain appropriate documentation to memorialize and process the resolution.

6.3.3 If a Claim submitted to the Authority has not been resolved after consideration of the foregoing the Authority will, in a timely fashion, notify the parties in writing that the Authority's recommendation will be made within seven (7) Days. Upon expiration of such time period, the Authority will render to the parties its final recommendation relative to the Claim including any change in the Trade Contract Amount or Contract Time or both. The parties may then (a) agree to resolve the Claim or (b) proceed pursuant to **Paragraph 6.4** hereof. If the Authority's recommendation is not submitted within thirty (30) Days of the Authority's receipt of the Claim, the Claim shall be deemed denied.

6.4 Dispute Resolution

6.4.1 Mediation. Claims, disputes, or other matters in controversy arising out of or related to the Trade Contractor Work shall be subject to mediation in Minneapolis, Minnesota as a condition precedent to binding dispute resolution. The mediator's costs shall be shared equally by the Parties in the dispute. The request to mediate may be made concurrently with the filing of binding dispute

resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) Days from the date of filing, unless stayed for a longer period by agreement of the Parties or court Order. If an arbitration is stayed pursuant to this **Subparagraph 6.4.1**, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

6.4.2 Claims Subject to Arbitration. Any Claim subject to, but not resolved by, mediation shall be subject to arbitration, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (“**AAA Rules**”) in effect as of the Effective Date of this Trade Contract Agreement. The Party filing a notice of demand for arbitration must assert in the demand all Claims then known to that Party on which arbitration is permitted to be demanded. All proceedings set forth under this **Paragraph 6.4** shall be conducted in Minneapolis, Minnesota.

6.4.3 Notice for Arbitration. Notice of Demand for Arbitration shall be filed, in writing, with the other Party to the applicable agreement, with any Party to be joined pursuant to **Subparagraph 6.4.6** hereof, and with the American Arbitration Association, the Authority, Trade Contractor, and the Architect, to the extent they are not otherwise a Party to the arbitration. At the Authority’s election, and its sole discretion, it may invoke application of Fast Track Procedures under the AAA Rules for any such arbitration proceedings initiated under the Contract Documents. The Trade Contractor acknowledges and agrees that Minn. Stat. § 544.42 does not apply to this Project.

6.4.4 Contract Performance During Arbitration. During arbitration proceedings, the Authority, Trade Contractor, Architect, and any Subcontractor or Subconsultant shall comply with **Subparagraph 6.2.4** hereof.

6.4.5 [RESERVED]

6.4.6 Consolidation or Joinder. Any arbitration shall include, by consolidation or joinder, the Architect, Subcontractors, Suppliers, Subconsultants, Trade Contractors, and other Persons bound to arbitrate according to this **Paragraph 6.4** if substantially involved in a common question of fact or law. Any contract between the Trade Contractor and any Subcontractor and Supplier and contracts between Subcontractors and Suppliers and lower tiers of Sub-Subcontractors and suppliers shall include provisions for arbitration, consolidation, and joinder consistent with this **Paragraph 6.4**. The foregoing agreement to arbitrate and consolidation and joinder shall be specifically enforceable under Applicable Laws in any court having jurisdiction thereof.

6.4.7 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Applicable Laws in any court having jurisdiction thereof.

6.4.8 Litigation of Third-Party Claims. If a third-party who is not a member of the Project Team sues a member of the Project Team, or the Authority in a court of law (“**Third-Party Suit**”), then the Authority shall have the absolute discretion to join in the Third-Party Suit members of the Project Team who are involved in

common questions of law or fact or whose participation is necessary to provide complete relief in the Third-Party Suit, and the Project Team hereby consents to jurisdiction and venue in any court in which the suit is commenced or to which such Third Party Suit is removed.

6.4.9 Attorneys' Fees and Costs. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Trade Contract Agreement or the Trade Contract Documents and/or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of those agreements, the prevailing Party shall be entitled to recover all reasonable attorneys' fees, costs, and disbursements that it incurs in any legal action or proceeding.

7. Changes

7.1 Contract Request. All changes to the Trade Contractor Work must be approved in strict accordance with the requirements of this Trade Contract Agreement. The Contract Request Form, and all required contractual documentation associated therewith and required by the Authority, must be provided to and approved by the Authority in writing before commencement of any proposed changes in any part of the Trade Contractor Work. The Authority will administer a Pending Change Report to identify and track any and all potential changes in the Trade Contractor Work, and the Trade Contractor is obligated to provide all supporting documentation reasonably required by the Authority to administer the Pending Change Report. The Trade Contractor is responsible to immediately provide the Authority with timely notification of any pending change associated with the Trade Contractor Work in accordance with the requirements of this **Paragraph 7.1** and the Trade Contract Documents and to provide projected cost impacts, if any, within five (5) Days of notification of such change. The Trade Contractor is responsible to provide final costs associated with any pending change within two (2) weeks of inclusion on the Pending Change Report, or such other timeframe as reasonably agreed to in writing by the Authority. If the Trade Contractor performs any alleged change in the Trade Contractor Work in the absence of proper notice required by the Trade Contract Documents, the Trade Contractor then assumes all liability for such Trade Contractor Work, understands and agrees that the Trade Contractor will not be paid for such Trade Contractor Work.

7.2 Contract Revision. A Contract Revision related to the Trade Contractor Work is a written order signed by the Authority and Trade Contractor, and issued after execution of this Trade Contract Agreement, stating their agreement with respect to a Change in the Trade Contractor Work, and which may include an adjustment in the Trade Contract Amount and/or an adjustment to the Construction Schedule or Contract Time. Costs to the Authority resulting from a Change in the Trade Contractor Work shall be determined in writing between the Authority and the Trade Contractor before issuance of any Contract Revision. The Trade Contractor shall not proceed with any Changes in the Trade Contractor Work either without a prior written authorization from the Authority, or if the Authority does not consider the Trade Contractor Work in question to be a Change in the Trade Contractor Work, then without a written notice of Claim as provided herein. The Trade Contractor agrees that it will not be paid for and waives any Claim for payment associated with any alleged Change in the Trade Contractor Work or any Contract Revision unless the Trade Contractor fully complies with the terms of this **Paragraph 7.2** and the notice of Claims provision **Paragraph 6.2**. The Trade Contractor further assumes any and all risks or liabilities associated with the Trade Contractor proceeding with any alleged

Change to the Trade Contractor Work or any pending Contract Revision that is not administered, or preserved by a written notice of Claim, in strict accordance with the Trade Contract Documents. Except as otherwise set forth therein, any executed Contract Revision shall constitute a final settlement of all matters relating to or arising out of the change in the Trade Contractor Work which is the subject of the Contract Revision.

7.3 Construction Change Directive. A “Construction Change Directive” is a written order prepared by the Authority, directing a change in the Trade Contractor Work. The Authority may by Construction Change Directive, without invalidating the Trade Contract Documents, order changes in the Trade Contractor Work within the general scope of the Trade Contract Documents consisting of additions, deletions, or other revisions, the Trade Contract Amount and Contract Time being adjusted, if appropriate.

8. Subcontractors

8.1 Award of Subcontractors. Any Subcontractor that the Trade Contractor proposes to use to perform a part of the Trade Contractor Work shall be subject to the approval of the Authority, which shall not be unreasonably withheld. Before this Trade Contract Agreement is executed, the Trade Contractor shall furnish the Authority, in writing, with (a) the name, trade and subcontract amount of all Persons and entities proposed as Subcontractors, and (b) the names of all Persons or entities proposed as Suppliers of the material or equipment identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. The Authority will promptly reply to the Trade Contractor in writing stating whether or not the Authority, after due investigation, has reasonable objection to any such proposed person or entity.

8.2 Subcontract Relations. Each Subcontract shall obligate the Subcontractor, to the extent applicable to the Trade Contractor Work performed by the Subcontractor, to assume toward the Trade Contractor and the Authority all the responsibilities, terms and conditions of the Trade Contract Agreement that the Trade Contractor assumes toward the Authority.

8.3 Contingent Assignment of Subcontracts. Each Subcontract for a portion of the Trade Contractor Work is assignable by the Trade Contractor to the Authority provided that:

.1 assignment is effective only after termination of the Trade Contractor Work or stoppage of Trade Contractor Work by the Authority as provided in the Trade Contract Agreement and only for those Subcontracts which the Authority accepts by notifying the Subcontractor in writing in the Authority’s sole discretion; and

.2 assignment is subject to the prior rights of the Trade Contractor’s surety, obligated under bonds relating to the Trade Contractor Work.

8.4 [RESERVED].

8.5 Payments to Subcontractors and Suppliers. Before making payments to any of its Suppliers or Subcontractors, Trade Contractor shall obtain lien waivers from all Subcontractors and Suppliers providing services, materials or work to Trade Contractor on the Project and representation from said Subcontractors and Suppliers that their work is

free and clear of liens, Claims, security interests, or encumbrances. The Trade Contractor further expressly undertakes to defend and indemnify the Authority and the Indemnitees, at the Trade Contractor's sole expense with independent counsel of the indemnified party's choice, against any actions, lawsuits, or proceedings brought against the Authority or any Indemnatee as a result of Claims or liens filed against the Trade Contractor, the Trade Contractor Work, the Project Site, any improvements thereon, or any portion of the property of the Authority or any Indemnatee, and the Trade Contractor hereby agrees to pay any judgment or Lien resulting from any such actions, lawsuits or proceedings.

9. Coordination with the Authority

9.1 Project Schedule. The Trade Contractor will be responsible for coordinating, scheduling, and integrating the Trade Contractor Work with the Authority's normal operations or those of the Stadium Manager or the work of other trade contractors hired by the Authority.

9.2 [RESERVED].

9.3 Damage. The Trade Contractor shall, at its own expense, promptly remedy damage caused by the Trade Contractor to completed or partially completed construction or to property of the Authority or work of other Trade Contractors or Vendors.

9.4 Claims. Claims and other disputes and matters in question shall be subject to the provisions of **Paragraphs 6.2 - 6.4.**

10. Compliance with Applicable Law

10.1 Equity Plan. The Trade Contractor shall comply with all Applicable Laws and any special requirements in the Contract Documents regarding equal employment opportunity, Targeted Business, and workforce participation initiatives. The Trade Contractor shall demonstrate good faith efforts to utilize minority ("MBE") and women-owned ("WBE") business enterprises (hereinafter referred to as "**Targeted Businesses**"). The Authority has adopted the Equity Plan applicable to the Trade Contractor and the Trade Contractor agrees that it will follow the Equity Plan, which is available on the Authority's website, and that the Equity Plan is applicable to its Trade Contractor Work.

11. Payments

11.1 Amount Payable. The Trade Contract Amount is the maximum total amount payable to the Trade Contractor for performance of the Trade Contractor Work under the Trade Contract Agreement.

11.2 Schedule of Values. The Trade Contractor shall submit to the Authority a Schedule of Values allocated to various portions of the Trade Contractor Work, prepared in such form and supported by such data to substantiate its accuracy as the Authority deems necessary. The Authority shall have the right to approve the Trade Contractor's format of the Schedule of Values and all subsequent forms of the Schedule of Values. The Schedule of Values shall provide that 5% (five percent) of the Trade Contract Amount is retainage that is only due as part of the Final Payment provided for in Section 12.2 below.

11.3 Applications for Payment. The Trade Contractor shall submit to the Authority an itemized Application for Payment for completed portions of the Trade Contractor Work in accordance with the Schedule of Values. Such Application for Payment shall be notarized, if required, and supported by such data and documents substantiating the Trade Contractor's right to payment as the Authority may require. By signing and submitting an Application for Payment, Trade Contractor shall represent and warrant that Trade Contractor has no Knowledge of and waives any Claims, specifically including Claims for any adjustment to the Contract Time or adjustments to the Trade Contract Amount, based on events or circumstances existing or occurring before the date of the subject Application for Payment, except as specifically stated in said Application for Payment or as may have been properly preserved by timely written notice of a Claim as required by the Trade Contract Documents. Duly executed waivers of liens and Claims for payment from all Subcontractors, Suppliers, and lower tier Subcontractors establishing payment or satisfaction of all amounts requested by the Trade Contractor on behalf of such entities or persons in the previous Application for Payment must be submitted with the Trade Contractor's current Application for Payment.

11.4 Materials and Equipment. Unless otherwise provided in the Trade Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Trade Contractor Work. If approved in advance by the Authority, payment may be made for materials and equipment suitably stored off the Project Site at a location agreed upon in writing.

11.5 Title to Trade Contractor Work. The Trade Contractor warrants that title to all Trade Contractor Work covered by an Application for Payment will pass to the Authority no later than the time of payment. The Trade Contractor further warrants that upon submittal of an Application for Payment, all Trade Contractor Work for which Certificates for Payment have been previously issued and payments received from the Authority shall be free and clear of liens, Claims, security interests, or encumbrances in favor of the Trade Contractor, Subcontractors, Suppliers, Sub-Subcontractors, or other Persons able to make a Claim by reason of having provided labor, materials, and equipment relating to the Trade Contractor Work, except as specifically stated in said Application or as may have been properly preserved by timely written notice of a Claim as required by the Trade Contract Documents.

11.6 Approval of Applications for Payment. Based upon Applications for Payment submitted by the Trade Contractor and as approved by the Authority, the Authority shall make payment to the Trade Contractor. The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month, or as otherwise agreed to between the Authority and Trade Contractor in writing. Provided that a Trade Contractor Application for Payment is approved for full or partial payment, the Authority shall make payment of the approved amount to the Trade Contractor not later than forty-five (45) Days after the Authority has approved Application for Payment.

11.6.1 The Authority shall pay interest of one and one-half percent (1.5%) per month (or any part of a month) to the Trade Contractor on an undisputed amount not paid to the Trade Contractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Authority shall pay the actual interest penalty due to the Trade Contractor in accordance with Minnesota Statutes.

11.7 Decisions to Withhold Certification. The Authority may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Authority, if in the Authority's withholding is justified because of: (1) defective Trade Contractor Work not remedied; (2) third-party claims filed or reasonable evidence indicating probable filing of such claims; (3) failure of the Trade Contractor to properly pay Subcontractors or Suppliers; (4) reasonable evidence that the Trade Contractor Work cannot be completed for the unpaid balance of the Trade Contract Amount or by the required Contract Time; (5) loss or damage incurred by the Authority or another party; or (6) persistent failures to carry out the Trade Contractor Work in accordance with the Trade Contract Documents. The Authority shall not be deemed to be in breach of the Trade Contract Documents by reason of the withholding of any payment pursuant to any provision of the Trade Contract Documents.

11.8 [RESERVED]

11.9 Payments to Subcontractors. If the Authority makes payment directly to the Trade Contractor for Trade Contractor Work performed by Subcontractors, then the Trade Contractor shall promptly pay each Subcontractor, in accordance with the approved Application for Payment submitted by the Trade Contractor, on account of such Subcontractor's portion of the Trade Contractor Work, the amount to which said Subcontractor is entitled. The Authority shall have no obligation to pay or to see to the payment of money to a Subcontractor or Supplier. The Trade Contractor must pay interest of one and one-half percent (1.5%) per month (or any part of a month) to the Subcontractor on any undisputed amount not paid on time to the Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Trade Contractor shall pay the actual penalty due to the Subcontractor in accordance with Minnesota Statutes. The Trade Contractor shall, by appropriate agreement with the Trade Contractor and each Subcontractor, require each Subcontractor to make payments to Sub-Subcontractors in similar manner upon receipt of payment from the Trade Contractor.

11.10 [RESERVED]

11.11 Effect of Payment. An approved Application for Payment, Certificate for Payment, a progress payment or partial payment of any kind, or partial or entire use or occupancy of the Project by the Authority shall not constitute, nor shall it be construed as, acceptance or approval of any portion of the Trade Contractor Work not in accordance with the Trade Contract Documents or to otherwise relieve the Trade Contractor of any of its obligations hereunder with respect thereto.

11.12 to 11.14 [RESERVED].

11.15 Certifications. The Trade Contractor is required to certify that all amounts owed and requested under the Application for Payment are due to the Trade Contractor, are accurate and correct, and that all of the Trade Contractor Work completed to the date of the Application for Payment has been completed in accordance with the Trade Contract Agreement.

11.16 Subcontractor Work. Notwithstanding the provisions of **Paragraph 11.15** and notwithstanding the wording of such certificates, the Trade Contractor shall ensure that each Subcontractor's work is satisfactory and in good order pursuant to the Trade Contract

Documents pending the issuance of a final Certificate of Payment and the Trade Contractor shall be responsible for ensuring that the correction of defects or Trade Contractor Work not performed regardless of whether or not such defects were apparent when such certificates were issued.

12. Final Completion and Final Payment

12.1 Final Completion. Upon receipt of written notice that the Trade Contractor Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Authority will promptly make such inspection and, when the Authority determines that the Trade Contractor Work is acceptable under the Trade Contract Documents, the Trade Contractor Work has been fully performed and the Trade Contractor has achieved Final Completion, the Authority will issue the final Certificate for Payment stating the entire balance found to be due the Trade Contractor and noted in said final Application for Payment is due and payable. The final Certificate for Payment will not be issued until all warranties have been received and accepted by the Authority.

12.2 Final Payment. Final Payment shall be made by the Authority to the Trade Contractor when (a) the Trade Contractor has achieved Final Completion, except for the Trade Contractor's responsibility to correct defective or nonconforming Work and to satisfy other requirements, if any, which necessarily survive Final Payment; (b) a final Application for Payment has been submitted by the Trade Contractor and reviewed by the Authority's accountants; and (c) a final Application for Payment has then been approved in writing by the Authority. The Authority shall make such Final Payment, including retainage, if all of the Trade Contractor's responsibilities have been satisfied (otherwise any remaining retainage shall be released upon satisfaction of all requirements) not more than ninety (90) Days after approval by the Authority of the final Application for Payment, or as required by Applicable Law. No Final Payment shall be issued until all final Contract Revisions have been issued and executed with each final Change Order and Trade Contractor has provided the Authority with a detailed list of all Claims that are still unresolved at the time Final Payment is requested.

13. Safety

13.1 Safety Programs. The Trade Contractor shall control and be responsible for establishing and enforcing its safety programs. The Trade Contractor will also take reasonable precautions for the protection of the Trade Contractor Work, third-party materials and equipment stored on the Project Site in accordance with the Trade Contractor's direction, and other property at or on Adjacent Property to the Project Site.

13.2 [RESERVED].

13.3 Emergencies. The Trade Contractor shall promptly report in writing to the Authority, the Stadium Manager, and Architect all accidents arising out of or in connection with the Trade Contractor Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages occur, the accident shall be reported immediately by telephone or messenger to the Authority, the Stadium Manager, and the Architect.

14. Trade Contractor's Insurance for Purposes of Trade Contractor's Work.

14.1 Required Insurance. Before beginning its Trade Contractor Work, the Trade Contractor shall obtain and maintain the Required Insurance as set forth in **Appendix B**, and fully comply with all provisions thereof unless additional insurance is required by a Contract Revision and/or the insurance referenced is provided through a controlled insurance program. In addition, Trade Contractor shall obtain and maintain, in a company or companies lawfully authorized to do business in the State of Minnesota, such insurance as will protect the Trade Contractor and the Authority from claims set forth below which may arise out of or result from the Trade Contractor's operations and Trade Contractor Work under this Trade Contract Agreement and for which the Trade Contractor may be legally liable, whether such operations be by the Trade Contractor or by a Subcontractor, Sub-Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Trade Contractor's Work;
- .2 claims for damages because of bodily injury, occupational sickness, disease or death of the Trade Contractor's employees;
- .3 claims for damages because of bodily injury, sickness or disease, or death of any Person other than the Trade Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage which are sustained (a) by a Person as a result of an offense directly or indirectly related to employment of such Person by the Trade Contractor, or (b) by another Person;
- .5 claims for damages, other than to the Trade Contractor Work itself, because of injury to or destruction of tangible and intangible property, including loss of use resulting therefrom whether or not the tangible or intangible property is physically injured or destroyed;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle or equipment;
- .7 to the fullest extent permitted by law, claims involving contractual liability insurance applicable to the Trade Contractor's obligations under **Paragraph 4.18** hereof, subject to industry standard policy terms and conditions;
- .8 claims for professional liability (errors & omissions) for Trade Contractor's professional design services performed as part of the Trade Contractor Work; and
- .9 claims for damages because of loss of capital equipment and tools that are owned or rented by the Trade Contractor or its Subcontractors.

14.1.2 The costs of all insurance premiums required under this **Paragraph 14.1** and **Appendix B**, shall be included in the calculation of the Trade Contract Amount as set forth in **Exhibit 2** of the Agreement. The costs of all associated deductibles required under this **Paragraph 14.1** and **Appendix B**, shall be included in the Trade Contract Amount. The Trade Contractor hereby agrees to deliver to the Authority within ten (10) Days of the date of this Trade Contract Agreement and prior to any equipment or personnel being utilized in connection with the Project or the Trade Contractor Work or brought onto the Project Site, certificates of insurance evidencing the required coverages with limits not less than those specified in **Appendix B**. The Authority and the Indemnitees shall be included as additional insureds as set forth in **Appendix B**. The Commercial General Liability Policy, Automobile Policy, and Umbrella/Excess Liability

Policy obtained under or pursuant to this **Paragraph 14.1** and **Appendix B**, shall each be primary and non-contributory to any valid and collectible insurance carried separately the Authority, or any of the Indemnitees, except for Builders Risk insurance. Further, the Trade Contractor warrants and represents that it will provide that no less than thirty (30) Days' prior written notice to the Authority and the Indemnitees before any material alteration, cancellation, non-renewal or expiration of the coverage to the insurance it obtains pursuant to this **Paragraph 14.1** and **Appendix B**.

14.1.3 Thirty (30) Days prior to the expiration or non-renewal of any insurance required by this **Paragraph 14.1** and **Appendix B**, the Trade Contractor shall supply the Authority with certificates of insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as is required in this **Paragraph 14.1**. All renewal and replacement policies shall be in form and substance satisfactory to the Authority and written by carriers acceptable to the Authority.

14.1.4 Any general aggregate limit under the Trade Contractor's Commercial General Liability Policy and Umbrella/Excess Liability Policy shall apply to this Project separately and shall not require exhaustion of any policies providing Trade Contractor coverage as an additional insured.

14.1.5 The Trade Contractor shall cause each first-tier Subcontractor to (a) provide insurance in accordance with the terms and conditions of Trade Contractor's standard Subcontract and reasonably satisfactory to the Authority, and (b) name the Architect, Authority and the Indemnitees as additional insureds under the Subcontractor's Commercial General Liability Policy. The additional insured endorsement included on the Subcontractor's Commercial General Liability Policy shall state that coverage is afforded the additional insured with respect to claims arising out of ongoing and completed operations performed by or on behalf of the Subcontractor.

14.2 Authority's Liability Insurance

14.2.1 The Authority shall be responsible for purchasing and maintaining the Authority's liability insurance in an amount to be determined by the Authority in its sole discretion.

14.2.2 Any deductibles required to be paid for claims made by the Trade Contractor or Subcontractors against the Authority's liability insurance shall be paid by the claiming Trade Contractor or claiming Subcontractor.

14.3 Property Insurance

14.3.1 Before any portion of the Trade Contractor Work is commenced, the Authority shall purchase and maintain property insurance and/or builder's risk insurance in an amount and with coverages to be determined by the Authority for the Trade Contractor Work at the Project Site or portions thereof and materials stored off the Project Site or being shipped to the Project Site.

14.3.2 to 14.3.6 [RESERVED]

14.3.7 The Authority, Architect, and Trade Contractor waive all rights of subrogation and claims of any sort or kind against each other and any of their respective Subconsultants, Subcontractors, Suppliers, Sub-Subcontractors of all tiers, agents, and employees, whether directly or indirectly through any means through their Subconsultants, Subcontractors, Sub-Subcontractors of all tiers, agents, and employees, for loss or damages caused by fire or other named perils to the extent covered by property insurance obtained pursuant to this **Paragraph 14.3** or other property insurance applicable to the Trade Contractor Work, except such rights as they have to proceeds of such insurance held by the Authority as fiduciary. The Trade Contract Documents hereby require of the Authority, Architect, and Trade Contractors, if any, and their Subconsultants, Subcontractors, Sub-Subcontractors of all tiers, agents, and employees of any of them, by appropriate written agreement, to include similar waivers of subrogation each in favor of other parties enumerated herein. All insurance policies required in the Trade Contract Documents shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a Person even though that Person would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the Person or entity had an insurable interest in the property damaged.

14.3.8 A loss insured under the Authority's property insurance shall be adjusted by the Authority and made payable to the Authority for the benefit of the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. Any costs, including attorneys' fees, involved in adjusting the loss shall be reimbursed to the Authority if not covered by the property insurance. The Trade Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Trade Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-Subcontractors in similar manner.

14.3.9 to 14.3.10 [RESERVED]

14.3.11 Partial use shall not commence until the insurance company or companies providing property insurance have consented to such partial use by endorsement or otherwise. The Authority and the Trade Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of reduction of insurance.

14.3.12 Any deductibles required to be paid for Claims made by the Trade Contractor or Subcontractors against Authority's Property and/or Builder's Risk insurance shall be paid by the claiming Trade Contractor or claiming Subcontractor.

14.4 Bonds

14.4.1 Pursuant to Minnesota Statutes §§ 574.26 - 574.32 and the Act, the Trade Contractor is required to provide a Payment Bond and a Performance Bond each in an amount equal to one-hundred percent (100%) of the Trade Contract Amount

and in the form of **Exhibit 5** hereto and from a surety or sureties acceptable to the Authority. If after the giving of the bonds the Trade Contract Amount is increased, for any reason, the Authority may require additional bonds, the amount of which shall be not less than the amount of the increase in the Trade Contract Amount, and if the additional bonds are not furnished within ten (10) Days after demand, the Trade Contractor Work shall cease until the additional bonds are furnished. Bonds shall be executed by a responsible surety and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Trade Contractor Work and the payment of any disputed amounts, whichever time period is longer. The Performance Bond shall guarantee Trade Contractor will satisfactorily perform each and every part of the Trade Contractor Work, including all guarantees and warranties required

14.4.2 The costs of all bonds required under this **Paragraph 14.4** shall be included in the Trade Contract Amount.

14.4.3 In any Claim involving the surety and the Trade Contractor, the surety shall be bound by and agrees to be a Party to the dispute resolution provisions in **Paragraph 6.2 – 6.4** of this Trade Contract Agreement, including arbitration.

14.5 General Insurance Requirements

14.5.1 If the Authority or any Indemnitee is damaged by the failure of any other party to purchase or maintain insurance required under this **Paragraph 14**, then the party required to obtain or maintain, or to cause to be obtained or maintained, the insurance shall bear all damages and costs, including attorneys' fees and court and settlement expenses, attributable thereto.

14.5.2 If any insurance required herein is to be issued or renewed on a claim-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the Trade Contractor Work and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least sixty (60) months.

14.5.3 All policies, except for the Professional Liability Policy, and Workers Compensation policies (if such waivers are not available), shall be endorsed to provide a waiver of subrogation in favor of the Authority and Indemnities.

15. Uncovering and Correction of Trade Contractor Work.

15.1 [RESERVED].

15.2 Correction of Trade Contractor Work

15.2.1 The Trade Contractor shall, at its own expense, promptly correct Trade Contractor Work rejected by the Authority for failing to conform to the requirements of the Trade Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Trade Contractor shall bear all costs of correcting such rejected Trade Contractor Work, including additional Testing and inspections and compensation for the

Authority's or a Consultant's services and expenses made necessary thereby.

15.2.2 Within two (2) years after the date of Substantial Completion of the Trade Contractor Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Trade Contract Agreement, if any of the Trade Contractor Work is found to be not in accordance with the requirements of the Trade Contract Agreement, the Trade Contractor shall correct it promptly after receipt of written notice from the Authority to do so unless the Authority has previously given the Trade Contractor a written acceptance of such condition. This period of two (2) years shall be extended with respect to portions of Trade Contractor Work first performed after Final Completion by the period of time between Final Completion and the actual performance of the Trade Contractor Work. This obligation under this **Subparagraph 15.2.2** shall survive Final Completion and acceptance of the Trade Contractor Work under the Agreement and termination of the Agreement.

15.2.3 If the Trade Contractor fails to correct nonconforming Trade Contractor Work within a reasonable time, the Authority may correct it.

15.2.4 The Trade Contractor shall be responsible for all reasonable and direct costs of the Authority resulting from corrections in the Trade Contractor Work for which Trade Contractor is responsible and shall be further responsible for any Design Services which are caused or necessitated by errors, omissions, inconsistencies or other damages caused by the Trade Contractor and for which the Trade Contractor is responsible.

15.2.5 Nothing contained in this **Paragraph 15.2** shall be construed to establish a period of limitation with respect to other obligations that the Trade Contractor might have under the Trade Contract Agreement. Establishment of the time period of two (2) years as described in **Subparagraph 15.2.2** relates only to the specific obligation of the Trade Contractor to correct Trade Contractor Work, and has no relationship to the time within which the obligation of the Trade Contractor to comply with the Trade Contract Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Trade Contractor's liability with respect to the Trade Contractor's obligations other than specifically to correct its Trade Contractor Work.

16. Termination or Suspension by Authority

16.1 Termination or Completion of the Trade Contractor Work by the Authority for Cause. If the Trade Contractor defaults or neglects to carry out the Trade Contractor Work in accordance with this Trade Contract Agreement and fails, in the reasonable determination of the Authority, within a seven (7) Day period after receipt of written notice from the Authority to commence and continue correction of such default or neglect with diligence and promptness, the Authority may, without prejudice to other remedies the Authority may have, terminate this Trade Contract Agreement and commence and continue to carry out the Trade Contractor Work or terminate the Trade Contractor Work.

16.2 Suspension or Termination by the Authority for Convenience. The Authority may, in its sole discretion and at any time, suspend or terminate this Trade Contract Agreement for the Authority's convenience and without cause.

16.2.1 Upon receipt of written notice from the Authority of such suspension or termination for the Authority's convenience, the Trade Contractor shall:

- .1 cease operations as directed by the Authority in the notice;
- .2 take actions necessary, or that the Authority may direct, for the protection and preservation of the Trade Contractor Work; and
- .3 except for Trade Contractor Work directed to be performed prior to the effective date of suspension or termination stated in the notice, suspend or terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

16.2.2 In case of such termination for the Authority's convenience, the Trade Contractor shall recover, as its sole remedy, payment for the Trade Contractor Work properly performed prior to the effective date of termination and for equipment ordered and not returnable, and proven costs of termination for the Trade Contractor such as, for example, restocking charges, non-cancelable material purchase orders, and attributable to the Trade Contractor Work actually executed. The Trade Contractor hereby waives and releases all other Claims for payment and damages, including anticipated fees, profits or lost overhead for portions of the unperformed Trade Contractor Work. The Authority shall be credited for:

- .1 payments previously made to the Trade Contractor for the terminated portion of the Trade Contractor Work;
- .2 Claims that the Authority has against the Trade Contractor under this Trade Contract Agreement; and
- .3 the value of the materials, supplies, equipment, or other items that are to be disposed of by the Trade Contractor that are part of the Trade Contract Amount.

17. General Provisions

17.1 Nondiscrimination. In connection with the performance of its Trade Contractor Work, the Trade Contractor agrees not to illegally discriminate against any employee or applicant for employment for any reason, including: age, race, sex, national origin, ancestry, religion, or color.

17.2 Successors and Assigns. The Authority and Trade Contractor each bind themselves, their partners, successors, permitted assigns, and legal representatives to the other Party to this Trade Contract Agreement and to the partners, successors, permitted assigns, and legal representative of such other Party with respect to covenants of this Trade Contract Agreement. Notwithstanding anything to the contrary in this Trade Contract Agreement, it is acknowledged and agreed that the Authority shall have the right to assign all its rights and duties under this Trade Contract Agreement without the consent of Trade Contractor to third parties. This Trade Contract Agreement may not be assigned by Trade Contractor without the prior written approval of the Authority, which approval may be withheld in the Authority's sole discretion.

17.3 Inspection. Inspection of the progress, quantity, or quality of the Trade Contractor Work done by the Authority, any Authority representative, any Governmental Agency, the

Architect, or any inspector, shall not relieve the Trade Contractor of any responsibility for the compliance of the Trade Contractor Work with the Trade Contract Documents. No supervision or inspection by the Authority's representative, nor right of the Authority to act, nor any other actions taken by the Authority's representative shall relieve the Trade Contractor of any of its obligations under the Trade Contract Documents nor give rise to any duty on the part of the Authority. If any of the Trade Contractor Work is required to be inspected or approved by any Governmental Authority, the Trade Contractor shall cause such inspection or approval to be performed. No inspection performed or failed to be performed by the Authority hereunder shall be a waiver of any of the Trade Contractor's obligations hereunder or be construed as an approval or acceptance of the Trade Contractor Work or any part thereof.

17.4 -.5 [RESERVED].

17.6 Governing Law, Venue, and Jurisdiction. The laws of the State of Minnesota, without giving any effect to conflicts of law provisions, shall govern and construe this Trade Contract Agreement. Each Party to this Trade Contract Agreement agrees that except for those Claims or disputes which are subject to dispute resolution requirements set forth in **Paragraphs 6.2 to 6.4** of this Trade Contract Agreement, any suit, action, or other legal proceeding shall be brought in the courts of the State of Minnesota, Fourth Judicial District, Hennepin County District Court and each Party consents to the jurisdiction of such court in any such suit, action, or proceeding.

17.7 [RESERVED]

17.8 Warranty.

17.8.1 The Trade Contractor warrants to the Authority that the Trade Contractor Work will be of good quality and new unless otherwise required or permitted by the Trade Contract Documents, that the Trade Contractor Work will be free from defects. The Trade Contractor represents and warrants to the Authority that its design and materials and workmanship, including its construction means, methods, procedures, and techniques necessary to perform the Trade Contractor Work, and its use of materials, selection of equipment, and requirements of product manufacturers are and shall be consistent with: (a) good and sound practices within the construction industry; (b) generally prevailing and accepted industry standards applicable to the Trade Contractor Work; (c) requirements of any warranties applicable to the Trade Contractor Work; and (d) all Applicable Laws. Trade Contractor Work not conforming to these requirements, including Substitutions not properly approved and authorized, shall be considered defective, and promptly after notification of non-conformance shall be repaired or replaced by Trade Contractor with Trade Contractor Work conforming to this warranty. The Trade Contractor's warranty excludes remedy for damage or defect caused by normal wear and tear under normal usage. If required by the Authority, the Trade Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

17.9 Notice Provisions. Every notice, demand, request, consent, approval, or other communication, including notice of breach, indemnity, suspension, termination, or default, that either the Trade Contractor or Authority is required or desires to give or make to the other Party hereto shall, notwithstanding any other provisions of this Trade Contract

Agreement, be effective only if given in writing and delivered by hand and receipted for, or by registered or certified mail, postage-prepaid, return receipt requested, or by overnight mail as follows:

17.9.1 [Reserved]

17.9.2 If to the Authority, addressed to:

Minnesota Sports Facilities Authority
1005 4th Street South
Minneapolis, MN 55415
Attention: Ed Kroics
Executive Director
Fax: 612-332-8334

With a copy to:

Dorsey & Whitney, LLP
Suite 1500
50 South Sixth Street
Minneapolis, MN 55402
Attention: Jay R. Lindgren
Fax: 612-340-2868

With a copy to:

ASM Global US Bank
1005 4th Street South
Minneapolis, MN 55415
Attention: Samantha Thompson
Fax: 612-777-8707

17.9.3 If to the Trade Contractor, addressed to:

Or to such other address or addresses or via other means as Authority and Trade Contractor shall from time to time designate by written agreement and notice given and delivered as aforesaid.

17.10 Public Project. The Parties agree and acknowledge that the Project is a public project and the Project will be used for public purposes and all of the Trade Contractor Work hereunder is in furtherance of a public project.

17.11 Prevailing Wages. Pursuant to Minn. Stat. 177.41 to 177.44, and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established

prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. The applicable prevailing wages as of the date of this Trade Contract are attached hereto as **Exhibit 7**. The Trade Contractor, Subcontractors, and Sub-Subcontractors (of whatever tier) shall pay at least the prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay, including any increases in such rates as may be come into force before the Trade Contract Work is complete. The Trade Contractor and each Subcontractor and Sub-Subcontractor (of whatever tier) performing work on the Project shall post on site the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the Project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the Project. The information posted shall include a breakdown of the contributions for health and welfare benefits, vacation benefits, pension benefits and any other economic benefit required to be paid. The Authority demands and the Trade Contractor and its Subcontractors and Sub-Subcontractors (of whatever tier) agree to furnish to the Authority copies of any and all payrolls no more than fourteen (14) Days after the end of each pay period and said payrolls shall contain all the data required by Minn. Stat. § 177.30. The Authority may also examine all records relating to wages paid to laborers or mechanics on work to which Minn. Stat. §§ 177.41 to 177.43 apply. The Trade Contractor shall include this provision in all subcontracts, of whatever tier, and be responsible for ensuring that it and each Subcontractor and Sub-Subcontractor (of whatever tier) comply with the requirements set forth in this Section. The Trade Contractor shall be liable for any damages, losses, penalties, liabilities, or other costs resulting from any failure by it or its Subcontractors or Sub-Subcontractors (of whatever tier) to comply with the requirements of this Section or Section 17.11.1 and shall indemnify and defend the Authority against any damages, losses, penalties, liabilities, investigations, cases, or other costs to the extent they arise from failures by Trade Contractor or its Subcontractors or Sub-Subcontractors (of whatever tier) to comply with the requirements of this Section or Section 17.11.1.

17.11.1 The Trade Contractor and its Subcontractors and Sub-Subcontractors (of whatever tier) shall report their payrolls to the Authority using the form provided by the Minnesota Department of Labor and Industry (http://www.dli.mn.gov/sites/default/files/pdf/pw_certified_payroll_form.pdf) or such other form or electronic system as the Authority may direct the Trade Contractor and its Subcontractors and Sub-Subcontractors (of whatever tier) to use.

17.12 Confidentiality

17.12.1 The Trade Contractor, its employees, Subcontractors, and agents shall keep strictly confidential all Confidential Information concerning and relating to the Trade Contract Agreement and the Project. The Trade Contractor, its officers, agents, owners, partners, employees, volunteers, and Subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, ch. 13 (the “**MGDPA**”) and all other Applicable Laws relating to data privacy or confidentiality, and as any of the same may be amended. The Trade Contractor agrees to defend, indemnify, and hold harmless the Indemnitees from and against any claims resulting from the unlawful disclosure and/or use of such protected data by the Trade Contractor or the officers, agents, owners, partners,

employees, volunteers, assignees, or Subcontractors of the Trade Contractor, or other noncompliance with the requirements of this **Subparagraph 17.12**.

17.12.2 The Trade Contractor's or other Project Team members' confidentiality and non-disclosure obligations shall survive the expiration or earlier termination of their respective agreements and shall continue for a period of seven (7) years following the expiration or earlier termination of their respective agreements.

17.13 Trade Secrets, Trademarks and Trade Names

17.13.1 The Trade Contractor, and Project Team acknowledge that the Authority may provide the Trade Contractor and Project Team with access to certain information which may qualify as a Trade Secret under Applicable Laws, and the Trade Contractor and Project Team agree that for all such Trade Secrets that come into their possession, custody or control: (a) such Trade Secrets shall remain the sole property of the Authority, as applicable; (b) the Trade Contractor and Project Team shall maintain the secrecy of the Trade Secrets for so long as they remain Trade Secrets under Applicable Laws; and (c) immediately upon the expiration or earlier termination of the Project, the Trade Contractor and Project Team shall deliver to the Authority all Trade Secret documentation and any and all copies thereof, regardless of form or content.

17.13.2 The Trade Contractor and Project Team may publish information (other than Trade Secrets and Confidential Information, which shall not be published) and images resulting from or relating to the Trade Contractor Work only after obtaining the Authority's prior written approval.

17.14 Press Releases and Other Promotional Materials

17.14.1 Both prior to, during, and after completion of the Project, the Authority shall control the issuance of all press releases and all contacts with the press and all other media relating to the Project. The Trade Contractor and Project Team may not issue any press release, agree to be interviewed by members of the press, or otherwise interact with and/or disseminate information to the press or any media without the prior written consent of the Authority and Team, which consent may be withheld by the Authority in its sole discretion.

17.14.2 After completion of the Project, the Trade Contractor and Project Team may use images of the Project and explanatory text in the Trade Contractor's and Project Team member's marketing and promotional materials, subject to the Authority's written approval.

17.15 Ownership and Use of Architect's Drawings, Specifications and Other Documents

17.15.1 Documents prepared by the Architect are instruments of service for use solely with respect to this Project. The Authority shall retain all common law, statutory and other reserved rights, including the copyright. The Trade Contractor, Subcontractors, sub-subcontractors, and suppliers are authorized to sue and reproduce the instruments of service solely and exclusively for the execution of the Trade Contract Work. The instruments of service may not be used for other

Projects or for additions to this Project outside the scope of the Trade Contract Work without the specific written consent of the Owner.

17.16 Third-Party Beneficiaries. Nothing contained in this Trade Contract Agreement shall create or is intended to create a contractual relationship with, or a cause of action in favor of, any third-party against the Authority or any of the Indemnitees. Notwithstanding the foregoing, the Parties hereto acknowledge and agree to the third-party beneficiary rights established in **Paragraph 17.18** herein.

17.17 Independent Contractor. The Trade Contractor expressly acknowledges that it is an independent contractor and that it is not the representative or agent of the Authority.

17.18 Third-Party Beneficiaries. It is expressly agreed and understood that all of the Indemnitees are intended third-party beneficiaries of all the representations, warranties and covenants made by the Trade Contractor in the Trade Contract Documents, including without limitation the promises of the Trade Contractor to perform and complete the Trade Contractor Work.

18. Entire Agreement

18.1 This Trade Contract Agreement represents the entire agreement between the Authority and Trade Contractor and supersedes any prior negotiations, representations, promises, or agreements whether written or oral. This Trade Contract Agreement may be amended only by written instrument signed by both Authority and the Trade Contractor.

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[SIGNATURE PAGE FOLLOWS]

THIS TRADE CONTRACT AGREEMENT is entered into as of the day and year first written above.

AUTHORITY:

By: Michael Vekich
Title: Its Chair

AUTHORITY:

By: Ed Kroics
Title: Executive Director

TRADE CONTRACTOR:

By: _____
Title: _____

**DEFINED TERMS OF BE USED IN THE TERMS OF DESIGN AND CONSTRUCTION
APPENDIX A**

DEFINITIONS

Defined terms as used in the Trade Contract Documents shall have the following meanings:

“Act” shall mean 2012 Minnesota Laws, Chapter 299, as enacted or hereafter amended or supplemented, and including any successor law, providing for, among other things, the construction, financing, operation, and long-term use of a multi-purpose stadium and related infrastructure as a venue for the National Football League and a broad range of other civic, community, athletic, educational, cultural, and commercial activities in the City of Minneapolis, Minnesota.

“Additional Insured Parties” shall have the meaning set forth in **Subparagraph 9.1.15** of the Design Services Agreement.

“Adjacent Property” shall mean all land adjoining and surrounding the Stadium Site on which will be located any public streets, sidewalks, plazas, or bridges and any public or private parking facilities or other accoutrements to be developed by Authority or other parties in connection with the Project.

“Affiliate” or “Affiliated Entity” of a specified Person shall mean any entity, corporation, partnership, limited liability company, sole proprietorship or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by, or is under common control with the Person specified. For purposes of the Trade Contract Agreement, the terms “controls,” “controlled by,” or “under common control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

“Alternate” shall mean a proposed possible change in the Trade Contractor Work as described in the Trade Contract Documents.

“Applicable Laws” shall mean any and all laws (including all statutory enactments and common law), constitutions, treaties, statutes, codes, ordinances, charters, resolutions, Orders, rules, regulations, guidelines, standards, Governmental Approvals, authorizations, or other directives or requirements of any Governmental Authority enacted, adopted, promulgated, entered, implemented, ordered or issued and in force or deemed applicable by or under the authority of any Governmental Authority having jurisdiction over a Person (or the property of such Person), including the Act and Environmental Laws, applicable to the State, County, City, Authority, Architect, Trade Contractor, and/or other applicable Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Project. Notwithstanding the foregoing, Applicable Laws shall expressly include all requirements, regulations and administrative orders of the City, County and State, as same may be modified by variances and waivers issued in accordance with Applicable Laws.

“Application for Payment” shall mean the Trade Contractor’s monthly requisition for payment, if any, which shall be submitted on the form provided by the Authority.

“Architect” for the purpose of the Trade Contract Agreement and the Trade Contract Documents, the Trade Contractor shall be deemed the Architect of the design/build Trade Contractor Work to be performed hereunder.

“As-Built Drawings” shall mean CAD generated red-lined Construction Documents showing the Trade Contractor Work as constructed, prepared by the Trade Contractor and indicating actual locations of utilities and all changes and alterations made to the Trade Contractor Work during construction. CAD files will be provided by the Trade Contractor in a format acceptable to the Authority.

“Authority” shall mean the Minnesota Sports Facilities Authority, a public body and political subdivision of the State of Minnesota, and its successors, assigns and designees.

“Business Day” or “Work Day” shall mean Monday, Tuesday, Wednesday, Thursday and Friday, excluding any day that banks are required to close in the State of Minnesota, and excluding Saturday and Sunday.

“Certificate for Payment” shall mean a written certificate executed by the Authority indicating the amount that the Trade Contractor is entitled to be paid in connection with each Trade Contractor Application for Payment.

“Change” shall mean an agreed-upon and materially significant Modification to the size, quality, or complexity of the Trade Contractor Work recognized and allowed by the Trade Contract Agreement that also affects the Trade Contract Amount and Contract Time.

“Change Order” shall mean a written order signed by the Trade Contractor, authorizing a change in a Subcontractor’s scope of Work.

“City” shall mean the City of Minneapolis, Minnesota.

“Claim” shall have the meaning set forth in **Subparagraph 6.2.1** of this Trade Contract Agreement.

“Conceptual Design Documents” shall mean the preliminary project work plan, programming report and pre-design documents, concept sketches and renderings illustrating the scale and relationship to the components of the Trade Contractor Work.

“Confidential Information” shall mean all Trade Secrets and other information (whether or not specifically labeled or identified as confidential), in any form or medium, which is disclosed to or learned by the Trade Contractor and/or the Trade Contractor’s Subconsultants, or any other member of the Project Team in the performance of the Trade Contractor Work required in the Trade Contract Documents, or acquired directly or indirectly such as in the course of discussion or investigations by the Trade Contractor and the Trade Contractor’s Subconsultants relating to the Project, and which relates to the Authority’s business, finances, marketing strategy, products, services, research or development, suppliers, clients, or customers, or which relates to similar information of a third-party who has entrusted such information to the Authority including, without limitation, any specialized know-how, technical or non-technical data, formula, pattern, plan, strategy, compilation, program, device, method, technique, drawing, process, financial or business information, models, novel analysis, work papers, studies or other documents that contain, reflect, or are based on such information.

“Construction Change Directive” shall have the meaning ascribed in **Paragraph 7.3** of the Trade Contract Agreement.

“Construction Documents” shall mean those deliverables to be provided by the Trade Contractor, which are necessary to complete the Trade Contractor’s Work, including, but not limited to, the Drawings and Specifications.

“Construction Documents Phase” shall mean that Phase during which the Construction Documents are being prepared by the Trade Contractor.

“Construction Phase” shall mean that Phase of the Project which shall commence after the Authority provides the Trade Contractor with written Notice to Proceed with the Construction Phase.

“Construction Schedule” shall mean the schedule prepared by a Trade Contractor and approved by the Authority, and all adjustments thereto approved by the Authority, that describes the sequence and timing of the Trade Contractor Work on the Project.

“Consultant” shall mean a Person engaged by the Authority or Trade Contractor to perform a portion of the professional services associated with the Project under direct contract with the Authority or Trade Contractor.

“Consultant’s Services” shall mean the complete professional services to be provided by the Consultant and as described in a Consulting Services Agreement between the Authority, or Trade Contractor and the Consultant, and includes all labor, materials, equipment and services to be provided by the Consultant to fulfill its obligations.

“Consulting Services Agreement” shall mean a contract between the Authority or Trade Contractor and a Consultant for the performance of professional services associated with the Project.

“Contamination” means the presence or release or threat of release of Regulated Substances in, on, under or emanating to or from the Stadium Site, which pursuant to Environmental Laws requires notification or reporting to any Governmental Authority, or which pursuant to Environmental Laws requires the identification, investigation, cleanup, removal, remediation, containment, control, abatement, monitoring of or other Response Action to such Regulated Substances or which otherwise constitutes a violation of Environmental Laws.

“Contract Request Form” shall mean a form on which changes to the Trade Contractor Work or Contract Time are requested or on which approvals to use certain Subcontractors are requested by the Trade Contractor.

“Contract Revision” shall mean a written instrument prepared by the Authority and signed by the Authority and Trade Contractor stating their agreement upon a change in the Trade Contractor’s Work; the amount of the adjustment in the Trade Contract Agreement, if any; the extent of the adjustment in the Contract Time, if any, and the updated Schedule of Values.

“Contract Time” shall be as provided in the Trade Contract Agreement. Adjustments to the Contract Time may include adjustments to the Milestone Dates, the required date of Substantial Completion, or the required date of Final Completion, as applicable and as allowed by the Trade Contract Agreement.

“Coordination Drawings” shall mean drawings prepared by Trade Contractor and its Subcontractors detailing the Trade Contractor Work and the coordination of Trade Contractor Work items among the Trade Contractor and various Subcontractors.

“CPM” shall mean a Critical Path method format to be used for the Construction Schedule.

“Critical Path” shall mean those Trade Contractor Work activities identified on the Construction Schedule which, if delayed, will cause a corresponding Delay in the Substantial Completion Date.

“Day” shall mean a calendar day, unless otherwise specifically designated.

“Delay” shall mean any delay or interruption in the progress of the Trade Contractor Work as anticipated on the approved Construction Schedule.

“Design Development Documents” shall mean the Drawings, Specifications and other documents prepared by the Trade Contractor that establish and describe the size and character of the Trade Contractor Work as to architectural, civil, structural, mechanical and electrical systems, graphics and signage, and other elements, and which include typical construction details, equipment layouts and specifications that identify major materials and systems.

“Design Development Phase” shall mean that Phase during which the Architect prepares the Design Development Documents.

“Design Documents” shall mean, collectively and as applicable, the Conceptual Design Documents, Schematic Design Documents, the Design Development Documents and the Construction Documents prepared by the Trade Contractor.

“Design Phases” shall mean those Phases which are preparatory to the physical construction of the Trade Contractor Work during which the Schematic Design Documents, Design Development Documents and Construction Documents are being prepared by the Architect.

“Design Services” shall mean the complete architectural design and engineering for the Trade Contractor Work, and includes all labor, materials, equipment and services to be provided by the Trade Contractor to fulfill its obligations under the Trade Contract Agreement. The Design Services shall include all of the labor, materials, equipment and services to be provided by the Subconsultants of any tier employed directly or indirectly by the Trade Contractor, and shall include all necessary and appropriate coordination and integration of the Consultant’s Services to allow the Trade Contractor to complete the Trade Contractor Work in accordance with the Design Documents. The Design Services shall be performed in strict accordance with all provisions of the Act.

“Design Services Agreement” shall mean the Agreement for design of the Project.

“Design Team” shall mean Architect and its Subconsultants as set forth in the Design Services Agreement.

“Drawings” shall mean graphic or pictorial portions of the Design Documents prepared by Trade Contractor, Subconsultants, and Consultants, wherever located and whenever issued, which show, among other things, the design, location and dimensions of the Trade Contractor Work, generally including plans, elevations, sections, details, schedules and diagrams.

“Electronic Data” shall mean Design Documents and other Project, data transmitted in electronic format and as further defined in Subparagraph 1.3.1 of the Design Services Agreement.

“Environmental Laws” shall mean all Applicable Laws, including any consent decrees, settlement agreements, judgments, or Orders, issued by, or entered into with, a Governmental Authority pertaining or relating to: (a) pollution or pollution control; (b) protection of human health or the environment; (c) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of Regulated Substances; (d) the presence of Contamination; and (e) the protection of endangered or threatened species.

“Final Completion” shall mean that the Trade Contractor has satisfactorily completed all of the Trade Contractor Work in strict conformity with the requirements of the Trade Contract Agreement, the Trade Contractor Work has been finally accepted by the Authority and the Trade Contractor’s submission of and the Authority’s approval of the Trade Contractor’s Final Application for Payment.

“Final Payment” shall mean the last payment to the Trade Contractor, including retainage, in connection with the Trade Contractor Work.

“Force Majeure” shall mean an act of God, fire, tornado, hurricane, named storms, flood, earthquake, explosion, war, terrorism, embargoes, civil disturbance, unusually severe weather that is abnormal and unforeseeable for the time of year in question or industry-wide strikes.

“Governmental Approvals” shall mean all waivers, franchises, variances, permits, authorizations, certificates, registrations, licenses, and Orders of and from any Governmental Authority having jurisdiction over the Project, Trade Contractor Work, Stadium Site, Adjacent Property, Authority, Consultant, Architect, Subconsultant, Subcontractor, Trade Contractor, Vendor City, County, State, and other applicable Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Project or any Adjacent Property.

“Governmental Authority(ies)” shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them having jurisdiction with respect to the Project, Trade Contractor Work, Stadium Site, Adjacent Property, Authority, Consultant, Architect, Subconsultant, Subcontractor, Trade Contractor, Vendor, City, County, State, and other applicable Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Project or any Adjacent Property.

“Governmental Body” or **“Governmental Bodies”** shall have the meaning set forth in **Paragraph 12.10** of the Design Services Agreement.

“Guaranteed Completion Date” shall have the meaning set forth in **Exhibit 4** of the Trade Contract Agreement.

“Hazardous Materials” shall mean: (a) any “hazardous waste” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.) as amended, and regulations promulgated thereunder; (b) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), as amended, and regulations promulgated thereunder; (c) any “hazardous waste” or “hazardous substance” as defined by applicable Minnesota State laws and regulations), as amended, and regulations promulgated thereunder; and (d) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning such waste, substance or material.

“Including” shall encompass the phrase “including without limitation” and be understood to indicate an example and not a limitation.

“Indemnitees” shall mean the Minnesota Sports Facilities Authority, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Lender(s), Stadium Manager, their Affiliated Entities and each of the foregoing Persons’ elected officials, appointed officials, board members, directors, officers, shareholders, subsidiaries, parent companies, members, owners, agents, representatives, legal counsel, and employees, together with the constituent partners, members, owners, shareholders, and heirs and estates of each of the foregoing, and the City and State.

“Knowledge” The terms “knowledge,” “recognize” and “discover,” their respective derivatives and similar terms in the Trade Contractor Agreement, as used in reference to the Trade Contractor, shall be interpreted to mean that which the Trade Contractor knows, recognizes, or discovers or should have known, recognized, or discovered utilizing the Standard of Care applicable to the Trade Contractor. The expression “reasonably inferable” and similar terms in the Trade Contract Documents shall be interpreted by the Authority to mean reasonably inferable by the Trade Contractor.

“Legal Requirements” shall mean the requirements set forth in any Applicable Laws.

“Lender” shall mean any bank, insurance company, trust, corporation, association, firm, partnership, Person, or other entity that has loaned or agreed to lend or otherwise provide funds or credit enhancement to enable the development and construction of the Project.

“Master Project Schedule” means the schedule to be prepared by the Authority and the Design Delivery Schedule developed by the Architect and all other activities associated with the Project.

“Milestone Date” shall mean a date in the Construction Schedule identified for its importance in measuring progress of all or part of the Trade Contractor Work.

“Modification” shall mean a writing changing the terms of a contract signed by the Parties to that contract.

“National Football League” or **“NFL”** shall mean, collectively, the Office of the National Football League Commissioner, the National Football League Commissioner, the member clubs of the National Football League, the NFL owners, and/or any other Person appointed by any of the foregoing, or any successor substitute association or entity of which the Team is a member or joint owner and which engages in professional football in a manner comparable to the National Football League.

“NFL Rules and Regulations” shall mean, collectively, the constitution and bylaws, and the rules, guidelines, regulations and requirements of the NFL, and any other rules, guidelines, directive, advisory opinions, regulations or requirements of the Office of the Commissioner of the NFL, and/or any other Person appointed by the foregoing, that are generally applicable to NFL franchises, all as the same now exist or may be amended or adopted in the future.

“Order” mean any judgment, award, decision, directive, consent decree, injunction (whether temporary, preliminary or permanent), ruling, or writ ordered adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Governmental Authority or arbitrator that is binding on any Person or its property under Applicable Laws.

“Party” or **“Parties”** shall mean the Authority and/or the Trade Contractor as applicable.

“Pending Change Report” shall mean a summary of the status of all pending requests for Contract Revisions and Change Orders that the Authority may generate from time to time.

“Person” shall mean: (a) an individual, sole proprietorship, corporation, limited liability company, partnership, joint venture, joint stock company, estate, trust, limited liability association, unincorporated association or other entity or organization; (b) any Federal, State, county or municipal government (or any bureau, department, agency or instrumentality thereof); and (c) any fiduciary acting in such capacity on behalf of any of the foregoing.

“Phase” as used herein, shall mean any one of the various phases, or distinct, contiguous portions of time, of the Trade Contractor Work.

“Project” shall mean the work provided for in this Trade Contract Agreement and any related work, including design work and work performed under the related Trade Contract Agreement.

“Project Labor Agreement” shall mean an agreement by which labor organizations agree to terms and conditions of employment, to cooperate in resolving labor disputes, and to maintain labor peace on the Project.

“Project Manual” shall mean a written volume assembled for the Trade Contractor Work by the Trade Contractor that includes specific instructions to the Project Team setting forth the requirements, policies and procedures for performance and execution of the Trade Contractor’s Design Services and Trade Contractor Work.

“Project Participant” shall mean a member of the Project Team.

“Project Safety Program” shall be developed by Trade Contractor pursuant to the Agreement and Terms of Design and Construction.

“Project Site” shall mean the site where the Project is to be constructed.

“Project Team” shall mean any Person involved in the Project and under a contract with the Authority, including the Architect and its Subconsultants of any tier, Trade Contractors of all tiers contracted directly by the Authority and Consultants contracted directly by the Authority. The Authority must be presented, and asked to provide written approval of, all agreements or contracts, consistent with the terms and conditions of the Trade Contract Documents, with any member of the Project Team before any services or Trade Contractor Work is to be provided or performed on the Project by any such member.

“Punchlist” shall mean a list, compiled by the Trade Contractor and reviewed by the Architect or Authority at Substantial Completion, and approved by the Authority, which identifies items of Trade Contractor Work that remain to be completed or corrected prior to acceptance of Final Completion.

“Record Drawings” shall mean a reproducible set of Construction Documents into which the Architect has incorporated: (a) clarifications, sketches and other Modifications made by the Architect during the Construction Phase; and (b) significant changes in the Work made during construction as shown on the Trade Contractor’s As-Built Drawings.

“Regulated Substance” shall mean any substance, material or waste, regardless of its form or nature, defined under Environmental Laws as a “hazardous substance,” “hazardous waste,” “toxic substance,” “extremely hazardous substance,” “toxic chemical,” “toxic waste,” “solid waste,” “industrial waste,” “residual waste,” “municipal waste,” “special handling waste,” “mixed waste,” “infectious waste,” “chemotherapeutic waste,” “medical waste,” “regulated substance,” “pollutant” or “contaminant” or any other substance, material or waste, regardless of its form or nature, which otherwise is regulated by Environmental Laws.

“Required Insurance” shall mean the insurance required of the Trade Contractor pursuant to the Trade Contract Agreement and Appendix B.

“Response Action” shall mean the investigation, cleanup, removal, remediation, containment, control, abatement, monitoring of or any other response action to the presence of Regulated Substances or Contamination in, on, at, under or emanating from the Stadium Site, including the correction or abatement of any violation required pursuant to Environmental Laws or by a Governmental Authority.

“Samples” shall mean physical examples that illustrate materials, items of workmanship, and which establish standards by which the Trade Contractor Work will be judged.

“Scheduled Event” shall mean any amateur or professional sporting event (other than a NFL game), exhibition, tournament, musical or theatrical performance and other form of live or broadcasted entertainment, convention meeting, market, or show for which (a) the reasonably expected paid attendance is at least 10,000 Persons and for which tickets or concessions are sold to those attending, or (b) expenses incurred with loss of such Scheduled Event would be at least \$100,000.

“Scheduled Substantial Completion Date” shall have the meaning set forth in **Exhibit 4** of the Trade Contractor Agreement.

“Schedule of Values” shall mean an allocation of the entire Trade Contract Agreement among the various portions of the Trade Contractor Work as reasonably approved by the Authority and to be provided by the Trade Contractor.

“Schematic Design Documents” means drawings prepared by the Trade Contractor that illustrate the scale and relationship of the various Trade Contractor Work components and which also contain square footage and volume calculations for the building interior spaces, building exterior spaces, and major architectural and interior finishes.

“Schematic Design Phase” shall mean that Phase during which the Schematic Design Documents are being prepared by the Trade

Contractor.

“Shop Drawings” shall mean drawings, diagrams, illustrations, schedules, performance checks and other data prepared by the Trade Contractor or any Subcontractor to illustrate how a specified portion of the Trade Contractor Work will be constructed.

“Specifications” shall mean the written specifications prepared by the Trade Contractor, Architect, Subconsultants and Consultants consisting of the written requirements for materials, equipment, technical requirements and construction systems, standards and workmanship for the Trade Contractor Work, and performance of related services.

“Stadium” shall mean a multipurpose stadium suitable for NFL football and a broad range of other civic, community, athletic, educational, cultural, and commercial activities.

“Stadium Infrastructure” shall mean plazas, including the Stadium Plaza, parking structures, rights of way, connectors, skyways and tunnels, and other such property, facilities, and improvements, owned by the Authority or determined by the Authority to be reasonably necessary to facilitate the use and development of the Stadium.

“Stadium Manager” shall mean any entity which the Authority has contracted to manage or operate the Stadium or portions thereof.

“Stadium Plaza” shall mean the open air portion of the Stadium Infrastructure adjacent to the Stadium.

“Stadium Site” shall mean all or portions of the current site of the Existing Stadium and adjacent areas, bounded generally by Park and Eleventh Avenues and Third and Sixth Streets in the City of Minneapolis, together with any vacated streets or other lands acquired for the development, construction and use of the Project.

“Standard of Care” in regard to the professional Design Services provided by the Trade Contractor shall mean that standard of professional care, skill, diligence and quality that prevail among national design firms engaged in the planning, design, and construction administration of large scale and complex systems of similar scope, function, size, quality, complexity and detail, including the design of similar systems for NFL stadiums in comparable urban areas throughout the United States, and further including performance in accordance with Applicable Laws and the NFL Rules and Regulations.

“Standard of Care” in regard to the construction, installation, integration, activation of, and adjustments to, the Trade Contractor Work of the Trade Contractor shall mean that that standard of professional care, skill, diligence and quality that prevail among national firms engaged in the planning, estimating, scheduling, construction, and construction administration of large scale and complex systems of similar scope, function, size, quality, complexity and detail, including the design of similar systems for NFL stadiums in comparable urban areas throughout the United States, and further including performance in accordance with Applicable Laws and the NFL Rules and Regulations.

“Subconsultant” shall mean a Person engaged or to be engaged by the Trade Contractor or Architect to perform a portion of the Design Services. The term “Subconsultant” also includes any lower tier Sub-Subconsultant engaged by a Subconsultant.

“Subcontract” shall mean a contract between the Trade Contractor and a Subcontractor for the performance of a portion of the Trade Contractor Work.

“Subcontract Amount” shall mean the total amount stipulated in a Subcontract to be paid to the Subcontractor for the Subcontractor’s performance of the Subcontract.

“Subcontractor” shall mean a Person engaged by the Trade Contractor to perform a portion of the Trade Contractor Work. The term “Subcontractor” also includes any lower tier Sub-Subcontractor engaged by a Subcontractor.

“Subcontractor Application for Payment” shall mean an application for payment submitted to the Trade Contractor by a Subcontractor.

“Submittal” shall mean a Shop Drawing, Sample, catalog cut or similar item for specific portions of the Work as required by the Construction Documents.

“Substantial Completion” shall have the meaning set forth in Exhibit 4.

“Substantial Completion Certificate” shall mean the certificate issued and approved by the Authority indicating the date upon which the Trade Contractor Work (or a designated portion thereof) is Substantially Complete.

“Substantial Completion Date” or “Date of Substantial Completion” shall mean the date identified in the Substantial Completion Certificate when the Trade Contractor Work (or a designated portion thereof) is Substantially Complete.

“Substitution” shall mean a replacement for or alternative to an item of material or item identified in the Construction Documents

which is proposed by the Trade Contractor and approved in writing by Authority.

“Sub-Subcontractor” shall mean a Person engaged by a Subcontractor to perform a portion of the Trade Contractor Work. The term “Sub-Subcontractor” also includes any lower tier Persons engaged by Sub-Subcontractor to perform a portion of the Trade Contractor Work.

“Supplier” shall mean a Person who has an agreement with the Trade Contractor, or any member of the Project Team or any of their Subconsultants, Subcontractors or Sub-subcontractors, of any tier, to supply by sale or lease, directly or indirectly, any materials or equipment for the Trade Contractor Work.

“Suspension” shall mean a delay, re-sequencing, stoppage and/or interruption of the Trade Contractor Work (in whole or in part), in response to a written directive from the Authority.

“Targeted Businesses” shall have the meaning set forth in **Paragraph 10** of the Trade Contract Agreement.

“Termination for Convenience” shall mean the termination of the Trade Contract Agreement or the Trade Contractor Work by the Authority without cause and for the convenience of the Authority as decided in its sole discretion.

“Termination for Default” shall mean the termination of a Party under the Trade Contract Agreement by the Authority for cause.

“Testing” shall mean, performing those tests and inspections of the Trade Contractor Work to determine conformance with the Trade Contract Documents.

“Third-Party Suit” shall mean a summons and complaint served by a third-party who is not a member of the Project Team against a member of the Project Team, or the Authority in a court of law.

“Trade Contract” shall mean a contract between the Authority and a Trade Contractor for the performance of a portion of the Project.

“Trade Contract Agreement” shall mean the written agreement between the Authority and the Trade Contractor.

“Trade Contract Amount” shall mean the amount to be paid to the Trade Contractor for the proper performance of the Trade Contract Agreement as set forth more fully in **Exhibit 2**.

“Trade Contract Documents” shall mean all the design and contract documents prepared by Trade Contractor that are necessary to deliver and complete the Trade Contractor Work and provide fully functioning facilities that satisfy the Trade Contractor’s obligations under the Trade Contract Agreement.

“Trade Contractor” shall mean a Person that has a direct contract with the Authority to perform a portion of the Project.

“Trade Contractor Work” shall mean the complete and total construction or performance described in and required by the Trade Contract Documents, including preconstruction and design services and construction services, whether completed or partially completed, and includes all labor, materials, equipment and services required to be provided by the Trade Contractor to fulfill Trade Contractor’s obligations under the Trade Contract Agreement. The Trade Contractor’s Work may constitute the whole or part of the Project. The Trade Contractor’s Work includes all of the labor, materials, equipment and services to be provided by the Subcontractors, Sub-Subcontractors of any tier, material and equipment suppliers employed directly by the Trade Contractor.

“Trademark” shall mean a trademark used by the Authority that is protected under United States or International Trademark Law. Without limiting the foregoing, the term Trademark shall also have the meaning set forth in **Paragraph 1.3** of the Design Services Agreement.

“Trade Secret” shall mean any and all information that comes into the possession, custody or control by, through, from, or on behalf of the Authority without regard to form, including, without limitation, any technical or non-technical data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers, that is not commonly known by or available to the public and which information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other Persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Vendor” shall mean a party supplying FF&E, equipment, material, or other product or service to the Project under a direct contract with the Authority.

“Vendor Contract” shall mean a contract between the Authority and a Vendor for the performance of a portion of the Project.

INSURANCE PROVISIONS OF THE TERMS OF DESIGN AND CONSTRUCTION

APPENDIX B

TRADE CONTRACTOR'S INSURANCE REQUIREMENTS

1. For its design and construction work for the Trade Contractor Work, the Trade Contractor shall, unless otherwise approved in writing by the Authority, obtain and maintain throughout the duration of the Trade Contract Agreement for matters that arise out of or relate to the Trade Contractor Work (or as otherwise specified) insurance of the minimum types and in the minimum amounts described below ("**Required Insurance**").

1.1 Commercial General Liability Insurance.

1.1.1 Combined single limit of not less than:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$100,000	Fire Legal Liability
\$10,000	Medical Payments

1.1.2 Coverage Required:

- Per project general aggregate,
- Premises-operations,
- Explosion, collapse, underground,
- Products/completed operations,
- Independent contractor,
- Independent Trade Contractor's Liability,
- Blanket contractual liability, subject to industry standard terms and conditions,
- Personal injury liability,
- Employment Practice Liability (which can be provided through a separate policy)
- Electronic data liability property damage,
- General liability primary (non-contributory),
- Additional insured by endorsement (CG 20 10 10/01 and CG 20 37 10 01 or their equivalent) in a form subject to approval by the Authority including waiver of subrogation in favor of the Authority and the Indemnitees but only as arising out of vicarious liability or warranty liability imposed by law because of the acts, errors, or omissions of the Trade Contractor including additional insured coverage for both ongoing and completed operations,
- Supplementary Payments coverage for the benefit of Indemnitees of the Trade Contractor for property damage, bodily injury, and personal and advertising injury,
- Trade Contractor shall secure such endorsements or estoppel certificates from insurer as may be necessary to confirm that the Trade Contract Agreement is an insured contract for purposes of the policy,
- Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 03 97 or its equivalent),
- Operations within 50 feet of railroad,
- Defense in addition to limits of liability,
- Broad form Property Damage coverage,
- Definition of Bodily Injury to include Mental Injury and Mental Anguish,
- Mobile Equipment coverage,
- Liability assumed under an insured contract including the tort liability of another assumed in a business contract,
- Libel, slander, false arrest and invasion of privacy,
- Designated Location(s), and

Coverage shall be written on ISO form CG 00 01 12 04 or an equivalent form. Insurance is to be on an occurrence form insuring bodily injury and property damage against the hazards of: construction operations, subcontractor and independent contractor, and shall include an aggregate limit per job site endorsement.

1.2 Business Auto Liability Insurance.

1.2.1 Combined Single Limit of:

\$1,000,000 each Occurrence Bodily Injury and Property Damage

- 1.2.2 Coverage Required:** Primary for all owned automobiles; including liability for all owned, leased, rented, hired/non-owned automobiles; medical payments, uninsured and underinsured motorists coverage. Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or an equivalent form.

The Authority shall be included as additional insured by endorsement in a form subject to approval by the Authority. An MCS-90 endorsement (or its equivalent) shall be attached when operations require this coverage.

1.3 Workers' Compensation Insurance.

- 1.3.1 Workers' Compensation Limits:** Statutory

1.3.2 Employers' Liability Limits:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

- 1.3.3** Workers Compensation Insurance shall include coverage for Borrowed Servant and Alternate Employer, Voluntary Compensation, unintentional errors or omissions, FELA (in case RR worker/employee injured due to operations of contractor or their agents), The Alternative Employer endorsement shall be attached showing the Authority in the schedule as the Alternate Employer.

- 1.3.4** Waiver of Subrogation Endorsement in favor of the Authority.

1.4 Excess Liability Insurance with Limits of Not Less Than:

\$10,000,000	Each Occurrence
\$10,000,000	Aggregate
\$10,000,000	Products/Completed Operations Aggregate

Coverage is materially following form of underlying general liability, automobile liability and employers' liability, coverage including, primary, additional insured/non-contributory, and waiver of subrogation. Coverage shall have "drop down" feature and "pay on behalf of" wording. Excess policy shall be primary and any applicable policy by the Authority, Additional Insureds, Indemnites, or Subcontractors, shall be secondary and non-contributory.

- 1.5 Builder's Risk.** All Risk Form. Builder's Risk coverage at limits determined by the Authority will be provided by the Authority.

If requested, the Trade Contractor shall be provided a copy of the Builder's Risk policy before the Construction Phase of the Trade Contractor Work begins and the Trade Contractor will be named as a loss payee under said policy as its interest may appear at the time of loss.

1.6 Contractor's Professional Liability.

\$1,000,000	Limit of Insurance
\$1,000,000	Annual Aggregate

Coverage shall be maintained uninterrupted for a minimum of twelve years after Substantial Completion. Coverage shall apply to negligent acts, errors or omissions arising from the Trade Contractor's professional services defined to include architecture, engineering, land surveying, landscape architecture, and construction management (or other services if appropriate). The retro date will be prior to the commencement of Trade Contractor Work. This coverage must be primary and non-contributory to any coverage maintained by the Authority or an Indemnatee.

1.7 [RESERVED]

1.8 Property Insurance

Trade Contractor shall insure its own property and equipment (owned, rented or borrowed) including but not limited to tools, materials, supplies, equipment, forms, scaffolding towers, staging, bunkhouses, and other temporary structures including their contents except for such contents as are to be included in and remain a part of the permanent construction. Trade Contractor shall require its Subcontractors to similarly insure their property and equipment.

2. The Authority does not represent or warrant that coverage and limits of the Required Insurance will be adequate to protect the Trade Contractor, and such coverage and limits shall not be deemed as a limitation on the Trade Contractor's liability under the indemnities provided to the Authority and Indemnitees in the Trade Contract Agreement or any other provision of the Trade Contract Documents.
3. The Trade Contractor represents and warrants that the coverage and limits of the Required Insurance are the coverage and limits currently maintained by the Trade Contractor.
4. Prior to commencing the Trade Contractor Work, the Trade Contractor shall furnish the Authority with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing that the Trade Contractor maintains all Required Insurance.
 - 4.1 All certificates shall contain a provision that coverages afforded under the policies will not be cancelled, non-renewed, materially changed, or allowed to expire until at least thirty (30) Days' prior written notice has been given to the Authority. The Trade Contractor shall immediately furnish the Authority copies of all endorsements that are subsequently issued amending coverage or limits.
 - 4.2 The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted from the cancellation or material change of any insurance referred to therein.
 - 4.3 Failure of the Authority to demand such certificate or other evidence of full compliance with the Required Insurance or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Trade Contractor's obligation to maintain such insurance.
5. The Authority shall have the right, but not the obligation, to prohibit the Trade Contractor from entering the Project Site until such certificates or other evidence that the Required Insurance has been duly placed in compliance with this Appendix B. The Trade Contractor shall be responsible for any delays arising out of the Trade Contractor's failure to comply with this Appendix B.
6. If the Trade Contractor fails to maintain any or all of the Required Insurance, then, in addition to any other rights or remedies available to the Authority under the Agreement, the Authority shall have the right, but shall not be obligated, to (a) terminate the Trade Contract Agreement, or (b) purchase such insurance for the Trade Contractor in which event the Trade Contractor shall reimburse the Authority or provide for the cost thereof, plus ten percent (10%) as an administrative charge.
7. With respect to the Required Insurance, which the Trade Contractor is obligated to maintain after Substantial Completion, an additional certificate(s) evidencing such coverage shall be promptly provided to the Authority when requested.
8. Trade Contractor shall provide certificates of insurance evidencing the insurance coverage and policy limits required above prior to commencement of the Trade Contractor Work and thereafter shall provide insurance certificates or certified copies of insurance policies as may be specified by the Authority within ten (10) Days of the Authority's written request for said certificates or copies.
9. Trade Contractor will require Subcontractors to provide insurance in accordance with the terms and conditions of its standard Subcontract Agreement. Trade Contractor shall include the above additional insured and waiver of subrogation requirements in all of its Subcontracts, unless otherwise agreed to in writing by the Authority. The Trade Contractor shall be responsible for collecting certificates of insurance and monitoring insurance coverage of its Subcontractors and all lower tier Sub-Subcontractors to verify that the required coverage is maintained as required. All Subcontractors providing professional services shall be required to provide professional liability insurance. In addition, all Subcontractors shall include the same indemnification of the Authority and Indemnitees as provided in the Trade Contract Agreement.
10. Trade Contractor shall secure all Required Insurance from domestic insurer(s) authorized to do business in the State of Minnesota and reasonably satisfactory to the Authority with: (a) a claims paying ability of not less than "AA" (or the equivalent) by Standard & Poors and one other Rating Agency satisfactory to the Authority; and (b) "A:X" or better financial strength rating by AM Best. Trade Contractor shall promptly notify the Authority of any material changes in coverage for all insurance required herein. All coverages except Professional Liability insurance shall be occurrence based. Insurance shall contain such provisions as the Authority deems reasonably necessary or desirable to protect its interest, including endorsement stating that neither the Trade Contractor, the Authority, nor any other party shall be deemed a co-insurer. The Trade Contractor shall pay the premiums for all insurance when due and payable.

EXHIBIT 1
DESCRIPTION OF TRADE CONTRACTOR WORK

The following description is included in the scope of the Trade Contractor Work as **Exhibit 1**:

The design, work, services, labor, materials, and equipment to be provided by the Trade Contractor and its Subcontractors, Suppliers, Consultants and Subconsultants of any tier and associated with the Trade Contractor Work for the Project are described below, and it is the intention of the Trade Contract Agreement that the Trade Contractor shall provide all design, work, services, labor, materials, and equipment to complete the Trade Contractor Work in accordance with the Trade Contract Agreement, including the Trade Contract Documents and all Applicable Laws.

The Trade Contractor Work shall include the following, without limitation:

1. Design Services.

(a) Trade Contractor shall provide Design Services for the Trade Contractor Work in a manner consistent with the Standard of Care whether performed by the Trade Contractor, its Consultants or any Person engaged directly or indirectly by the Trade Contractor. All staff used by the Contractor in the performance of the Design Services under this Trade Contract Agreement shall be qualified by training and experience to perform their assigned tasks. Trade Contractor's Design Services shall include usual and customary structural, mechanical and electrical engineering services necessary to complete the Trade Contractor Work. Trade Contractor represents that it is: (i) knowledgeable of the Applicable Laws in connection with its scope of Design Services under this Trade Contract Agreement, including all health, safety, fire, environmental, building and zoning codes, rules and regulations, and agrees to comply with each of the foregoing; (ii) experienced and fully qualified to perform the Design Services under this Trade Contract Agreement; and (iii) properly licensed, certified, registered and organized to perform such Design Services under Applicable Laws or any similar requirements.

(b) As part of the consideration contained in the Trade Contract Amount, Trade Contractor and its Consultants and sub-Consultants unconditionally and irrevocably transfer and assign to the Authority all rights, title and interest of any kind or nature in and to their respective Design Documents. Trade Contractor and its Consultants and sub-Consultants acknowledge and agree that for copyright purposes any Design Documents produced or prepared by Trade Contractor and/or its Consultants or sub-Consultants in connection with this Trade Contract Agreement shall be considered works made for hire under Applicable Law, specially ordered or commissioned by the Authority. If, and to the extent that, such Design Documents are deemed not to be works made for hire by a court of competent jurisdiction or an arbitrator, then this Trade Contract Agreement shall constitute an irrevocable assignment and transfer to the Authority of the copyright in all such Design Documents, including the exclusive rights to reproduce, perform and distribute such Design Documents. The Authority

shall have the sole right to bring enforcement actions for infringement of any and all such rights, and the Trade Contractor and its Consultants and sub-Consultants hereby assign any causes of action that may have accrued or will accrue with respect to in such documents, materials, trademarks, service marks and copyrights.

2. Construction Services.

Trade Contractor will provide all labor, materials and equipment necessary to survey, design, engineer, fabricate, ship and install the Trade Contractor Work.

Design

Trade Contractor will provide design services to establish aesthetic and structural specifications for the Trade Contractor Work, including required supporting structure and attachment elements. Scope includes all revision and refinement labor time to reach final acceptance and approval by the Authority and Team.

Project Management

Trade Contractor will provide dedicated project management staff time from project execution to final punch list and acceptance of completed Trade Contractor Work by the Authority and Team. Trade Contractor will coordinate all Trade Contractor Work with the Authority, Team, Stadium Manager, Architect, other contractors, and all members of the Project Team.

Site Survey and Scope Review

Before generating any drawings or documents, Trade Contractor will conduct a full site survey to confirm that all existing conditions are adequate to meet the design intent. Trade Contractor will request and coordinate delivery for its review of drawings or other documentation showing or describing the existing conditions, coordinating trades and proposed work proposed to be provided by others. Any specific structural or other modifications to the Stadium structure will be immediately communicated to the Authority and Team for evaluation.

Shop Drawings

Trade Contractor will generate for submittal and approval complete Shop Drawings defining each of the elements of Trade Contractor Work to be fabricated and installed by Trade Contractor. These Drawings will show the location/placement of each component of the Trade Contractor Work and will detail construction methods, “hardening” of components or methods, materials, colors, installation methods, and any applicable coordination information for each element type for its own Trade Contractor Work and with the Work of other adjacent contractors. Drawings will be based on existing Design Documents, site survey, and any further information received during the design phases, and as coordinated with the Architect, Authority, and Team. Shop Drawings are required for each component type and

include: specially-prepared technical data for this Project, drawings, diagrams, schedules, templates, patterns, instructions, measurements, and similar information not in standard print form.

Material/Control Samples

Trade Contractor will submit samples of each material type, and finish and paint color(s), including both fabricated and un-fabricated physical examples of materials, products and units of work. Samples may be both complete units and smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.

Engineering Calculations

Engineering calculations will be provided with the Shop Drawings. Engineering calculations will contain information showing that each component and attachment/installation methods will meet the load requirements. Trade Contractor will cause all engineered drawings and documents to be prepared and stamped by a Professional Engineer licensed in Minnesota.

Mock-ups

After approval of Shop Drawings and material samples, and only if requested by the Authority and Team, Trade Contractor will construct mock-ups to verify constructability of fabricated components and illustrate final product for review by the Authority and Team. Mock-ups will be constructed in the same manner as the final product using the same materials and processes to ensure that the requirements of the project are being met before Trade Contractor commences production.

Shop Testing

Fabricated components will be shop tested prior to shipment or delivery to the Project Site.

Material Procurement

The Trade Contractor will order and procure materials as required to maintain the Project schedule. If alternate materials are requested by the Authority or Team, Trade Contractor will advise of any alleged time impacts.

Shipping

All fabricated components will be crated for shipment to the Project Site or off-site storage in a coordinated sequence to facilitate the installation process. All components will be crated in a manner to prevent any damage during transit or storage.

Installation

Trade Contractor will provide onsite installation supervision as required for the unpacking and installation phase of the Trade Contractor Work. Trade Contractor will protect its Work from public access during construction. Trade Contractor will either provide its own safe storage of materials and equipment, toilet facilities, dumpsters/waste removal, and portable cranes, or arrange for the use of the same.

Project Closeout

Trade Contractor will prepare and submit all closeout components, including, but not limited to, assembly manuals, maintenance manuals, and closeout package, in printed and PDF format. Documents shall include approved shop drawings annotated with revisions that reflect any changes in the field. Product data are to be provided to the Authority and Team in the form of an Operations and Maintenance Manual. Product data shall include standard printed information on materials, products and systems, including material safety data sheets (MSDS), and not specially prepared for the Trade Contractor Work.

Scope Components and Descriptions

Optional Alternates

EXHIBIT 2
TRADE CONTRACT AMOUNT

Trade Contractor acknowledges that this Trade Contract Agreement is a fixed-sum contract in the amount of [] **and** [] **/100 Dollars (\$** [] **)** (the “**Trade Contract Amount**”) for all Trade Contractor Work. The Trade Contract Amount shall be complete and total compensation for all of Trade Contractor’s fees and expenses including, but not limited to: (i) all wages, benefits and related taxes either direct or subcontracted, (ii) all shop expenses, design fees, general overhead, taxes, telecommunications and any other costs of business or miscellaneous expenses; (iii) all travel expenses and related costs, including but not limited to, airfare, ground transport, accommodations, meals, and incidental travel expenses for Trade Contractor, its staff and associated workers, (iv) all materials whether directly purchased or purchased by subcontractors, (v) insurance coverage at limits required in this Trade Contract, and (vi) all crating, packing, shipping, transport and drayage costs, of whatsoever kind, for the Trade Contractor Work and for any and all tools and materials which Trade Contractor may need to perform its Trade Contract Work.

EXHIBIT 3

EQUITY PLAN FORM

[Trade Contractor to Fill Out]

**TRADE CONTRACT AGREEMENT EQUITY PLAN
TARGETED BUSINESS COMMITMENT AND INFORMATION FORM**

Proposer Company Name: _____

Check ONE of the following:

☐ **No Targeted Business participation is committed on this project**

☐ **The following Targeted Business (MBE & WBE) participation is committed on this project:**

Firm Name (Legal business name used for Targeted Business certification)	WBE (Check one)	MBE	How will firm participate? (subcontractor, consortium, joint venture)	Description of work	Estimated dollar value of participation	Estimated percentage of total bid

Total WBE % ____

Total MBE % ____

TARGETED BUSINESSES WHO WERE CONSIDERED BUT WERE NOT SELECTED:

Firm Name	Address	Telephone Number

Certification

On behalf of the proposer identified below, I certify that the information provided in this form is true and correct.

Proposer Name: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Minnesota Sports Facilities Authority Equity Report

[illegible]

EXHIBIT 4
CONSTRUCTION SCHEDULE

The Trade Contractor shall perform its Trade Contractor Work expeditiously and consistent with its contractual obligations to further the orderly progress of the Trade Contractor Work. The Trade Contractor's Work shall be commenced on the Effective Date, and, subject to authorized adjustments and excusable delays as allowed by the Trade Contract Agreement, Trade Contractor shall achieve Project Milestone Dates and Substantial Completion of its Trade Contractor Work in accordance with this **Exhibit 4**.

Final Completion of the Trade Contractor Work shall be deemed to have occurred only after completion of all the Trade Contractor Work and acceptance of it by the Authority.

The Date of Substantial Completion is described in more detail below:

Substantial Completion

Milestone Dates of the Trade Contractor Work that must be complete in accordance herewith are outlined on the Outline of Construction Schedule below. For purposes of this **Exhibit 4**, "**Scheduled Substantial Completion Date**" shall mean [REDACTED], 20 [REDACTED] and "**Guaranteed Completion Date**" shall mean the date set forth across from the corresponding unit or phase of Trade Contractor Work on the Outline of Construction Schedule set forth below.

The following Outline of Construction Schedule highlights critical components of the Project and mandatory Milestone Dates that must be completed, without exception, by the Trade Contractor in order to meet the requirements of the Construction Schedule and Substantial Completion.

OUTLINE OF CONSTRUCTION SCHEDULE

Description of Trade Contractor Work	Start Date	Guaranteed Completion Date	Comments
Design and Install of [REDACTED]			
** Work to be coordinated with other Trade Contractors and Stadium Manager in each area.			

EXHIBIT 5
BONDS

The Payment and Performance Bond forms that the Trade Contractor is required to provide related to its Trade Contractor Work are attached as **Exhibit 5**.

[See Attached]

TRADE CONTRACTOR PERFORMANCE BOND
--

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That _____

(Here insert full name and address of Trade Contractor)

as Principal, hereinafter called Trade Contractor,

and, _____

(Here insert full name and serving address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto **Minnesota Sports Facilities**

Authority, 1005 4th Street South, Minneapolis, MN 55415 (the "Authority"), hereinafter

called Obligee, in the amount of _____

(\$ _____), (the "Bond Sum") for the payment whereof Trade Contractor and Surety, jointly

and severally, bind themselves, their heirs, executors, administrators, successors, and assigns

firmly by these presents.

WHEREAS, Trade Contractor has, by written agreement dated as of [insert] , entered into a Trade Contract with Obligee, hereinafter called Contract, for,

(Here insert name and location of the project and Contract number or general description of the work) which Contract is by reference made a part hereof.

NOW THEREFORE, Trade Contractor and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns by this Bond, as provided herein, inclusive of all the provisions set forth above and below.

THE CONDITION OF THIS BOND is such that, if Trade Contractor shall satisfactorily perform each part of the Contract and any warranties and guaranties required under the Contract, then this Bond shall be null and void; otherwise it shall remain in full force and effect, inclusive of all the prior recitals and the following terms which are herein incorporated.

Whenever Trade Contractor shall be, and is declared by Obligees to be in default under the Contract, Obligees having performed Obligees' obligations thereunder, Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Obligees elect, upon determination by Obligees and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligees, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract's Guaranteed Maximum Price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the Bond Sum. The term "cost of completion" includes, without limitation, responsibilities of Trade Contractor for correction of defective work and completion of the Contract, Obligees' legal and design professional costs resulting from Trade Contractor's default, and all damages recoverable under the Contract, including delay damages.

The term "balance of the Contract's Guaranteed Maximum Price, shall mean the total amount payable by Obligees to Trade Contractor under the Contract and any amendments thereto, less the amount paid by Obligees to Trade Contractor.

Any suit or arbitration under this Bond must be instituted before the expiration of the time in which suits or arbitrations may be brought under the Contract by Obligees in the jurisdiction where the Contract is to be performed, such period to be computed from the later of (1) the date of Trade Contractor's default; or (2) the date Surety refuses or fails to perform its obligations under this Bond, or (3) the date of Substantial Completion of the Project as established by the Contract.

Surety shall save Obligees harmless from all costs and charges, up to the amount of the Bond Sum, that may accrue to complete the Work of the Contract following the default of the Trade Contractor. Surety shall not be liable to Obligees in excess of the Bond Sum, as such Bond Sum may be adjusted as provided in the Contract and herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Surety's obligations shall include, up to the Bond Sum, payment for liquidated delay damages owed under the Contract by Trade Contractor to Obligees as a result of late completion as provided for in, or governed by, the Contract.

Terms capitalized herein but not defined in this Bond shall have the meaning assigned to them as noted in the Contract.

This Bond shall remain in effect for the longer period of time in which an action may be maintained under the Contract or under Minn. Stat. §574.31, sub 1, as may be amended or succeeded from time to time.

Surety further agrees that in event of any default by the Obligees in the performance of Obligees' obligations to the Trade Contractor under the Contract, the Trade Contractor or Surety shall cause written notice of such default, specifying said default in detail, to be given to the Obligees. Such notice of default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Authority.

Surety agrees that it is obligated under the bonds to Obligees and to any successor, grantee or assignee of Obligees.

In any claim involving the Obligees, Surety and the Trade Contractor, the Surety shall be bound by and agrees to be a party to the dispute resolution provisions in the Contract, including any arbitration provision therein, and agrees Obligees has the right to join Surety by consolidation or joinder in any other related arbitration with persons bound to arbitrate with the Obligees. The foregoing agreement to arbitrate and consolidate and joinder shall be specifically enforceable under Applicable Laws in any court having jurisdiction thereof.

Signed and acknowledged and sealed this _____ day of _____, 20 _____.

(Trade Contractor as Principal)

(Surety) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Trade Contractor signature must be notarized)

(Surety signature must be notarized)
(Bond must be accompanied by a notarized
power of attorney authorizing the above
signature on behalf of Surety)

Name and servicing address of agent of Surety:

Telephone: _____

CORPORATE ACKNOWLEDGMENT

State of _____)

) ss

County of _____)

On this _____ day of _____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of _____, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by the authority of its Board of Directors, and that said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public: _____

County: _____

My Commission Expires: _____

SURETY ACKNOWLEDGMENT

State of Minnesota)
)ss
County of Hennepin)

On this _____ day of _____, _____ before me appeared _____, to me personally known, who being by me sworn, did say that (s)he is the Attorney-in Fact of _____, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary: _____
County: _____
My Commission Expires: _____

<p style="text-align: center;">TRADE CONTRACTOR LABOR AND MATERIAL PAYMENT BOND THIS BOND, ISSUED SIMULTANEOUSLY WITH A PERFORMANCE BOND, RUNS IN FAVOR OF OBLIGEE AND CLAIMANTS</p>

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
(*Here insert full name and address of Trade Contractor*)
as Principal, hereinafter called Trade Contractor,

and, _____
(*Here insert full name and serving address of Surety*)

as Surety, hereinafter called Surety, are held and firmly bound unto **Minnesota Sports**
Facilities Authority, 1005 4th Street South, Minneapolis, MN 55415 (the “Authority”),
hereinafter called Obligee, in the amount of _____

(\$ _____) (the “Bond Sum”) for the payment whereof Trade Contractor and Surety,
jointly and severally, bind themselves, their heirs, executors, administrators, successors, and
assigns firmly by these presents.

WHEREAS, Trade Contractor has, by written agreement dated as of _____, entered into a
Trade Contract with Obligee, hereinafter called Contract, for _____

(*Here insert name and location of the project and Contract number or
general description of the work*)
which contract is by reference made a part hereof.

NOW THEREFORE, Trade Contractor and Surety, jointly and severally, hereby bind
themselves, their heirs, executors, administrators, successors and assigns to Obligee to pay for
costs for **work, skill, tools, machinery, materials, insurance premiums, equipment or**
supplies or taxes incurred under Minn. Stat. §290.92, Chapter 268 or Chapter 297A (the
underline portion hereof referred to as “labor, materials, or equipment”) provided to Obligee by
Trade Contractor for use in the performance of the Contract.

1. A Claimant is defined as an individual or entity who provides labor, materials or equipment for the performance of the Contract and who further: (a) provides such labor, materials or equipment pursuant to a direct contract with Trade Contractor; (b) would otherwise be able to assert a mechanic's lien for such labor, materials or equipment in the jurisdiction where such labor, materials or equipment were provided; or (c) has rights, directly or indirectly, arising out of the provision of such labor, materials or equipment against Trade Contractor or Surety under Minnesota law, if any.

2. Trade Contractor and Surety hereby jointly and severally agree that every Claimant as herein defined, who has not been paid in full before the expiration of a period of one hundred twenty (120) days after the date on which the last of such Claimant's completion, delivery or provision of labor, materials or equipment for the Project, or within such other limitations of time may be imposed by Minn. Stat. § 574.31, as may be amended or succeeded from time to time, may sue on this Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. Obligor shall not be liable for the payment of any costs or expenses, including attorneys' fees, of any such suit.

3. No suit or action shall be commenced hereunder by any Claimant:

a) Unless Claimant shall have given written notice, as provided for in Minn. Stat. §574.31, to Trade Contractor, Obligor and Surety, within one hundred twenty (120) days after such Claimant's completion, delivery or provision of labor, materials or equipment for the Project, or within such other limitations of time may be imposed by Minn. Stat. § 574.31, as may be amended or succeeded from time to time, stating with substantial accuracy the nature and amount of its claim and the name of the party to whom such labor, materials or equipment were provided, or for whom such labor, materials or equipment was done or performed, and the date Claimant last completed, delivered or provided such labor, materials or equipment for the Project. Such notice shall be served by personal delivery or certified mail, postage prepaid, and in either case addressed to Trade Contractor and Surety, at either their addresses listed on this bond or any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the Project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Claimant last completed, delivered or provided labor, materials or equipment for the Project as stated in its claim required above, it being understood, however, that if any limitation or procedure embodied in this Bond is prohibited by any law controlling the construction *hereof*, such limitation or procedure shall be deemed to be amended so as to be equal to the minimum period of limitation or procedure permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. Surety shall not be liable to Obligor or Claimants in excess of the Bond Sum, as such Bond Sum may be adjusted as provided herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Terms capitalized herein but not defined in this Bond shall have the meaning assigned to them as noted in the Contract.

Surety further agrees that in event of any default by the Authority in the performance of the Authority's obligations to the Trade Contractor under the Contract, the Trade Contractor or Surety shall cause written notice of such default, specifying said default in detail, to be given to the Authority. Such notice of default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Authority.

Surety agrees that it is obligated under the bonds to the Authority and to any successor, grantee or assignee of the Authority.

In any claim involving Claimant, the Surety and the Trade Contractor, the Surety shall be bound by and agrees to be a party to the dispute resolution provisions in the applicable contract between the Trade Contractor and the Claimant.

Signed and acknowledged and sealed this _____ day of _____, 20_____

(Trade Contractor as Principal)

(Surety)

(Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Trade Contractor signature must be notarized)

(Surety signature must be notarized)
(Bond must be accompanied by a notarized
power of attorney authorizing the above
signature on behalf of Surety)

Name and Servicing address of agent of Surety:

Telephone: _____

CORPORATE ACKNOWLEDGMENT

State of _____)
 _____) ss
County of _____)

On this _____ day of _____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of _____, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by the authority of its Board of Directors, and that said _____ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public:_____

County: _____

My Commission Expires:_____

SURETY ACKNOWLEDGMENT

State of Minnesota)
)ss
County of Hennepin)

On this _____ day of _____, _____, before me appeared
_____, to me personally known, who being by me sworn, did say that
(s)he is the Attorney-in Fact of
_____, a corporation, that the seal
affixed to the foregoing instrument is the corporate seal of said corporation and that said
instrument was executed in behalf of said corporation by authority of its Board of
Directors; and that said _____ acknowledged said
instrument to be the free act and deed of said corporation.

Notary: _____
County: _____
My Commission Expires: _____

EXHIBIT 6
WARRANTY

The following Warranty is included in this Trade Contract Agreement as Exhibit 6:

WARRANTY

Pursuant to the Trade Contract Agreement between the Minnesota Sports Facilities Authority (“**Authority**”) and _____ (“**Trade Contractor**”), Trade Contractor hereby warrants and guarantees that all of the Trade Contractor Work performed under the Trade Contract Agreement will be of new and of good quality, will be free of defects except for those inherent in the quality of the Trade Contractor Work allowed by the Trade Contract Documents, and will conform to the requirements of the Trade Contract Documents (“**Warranty**”). If the Trade Contractor Work does not conform to this Warranty, it shall be considered defective, and Trade Contractor shall remedy at its own expense any such defective Trade Contractor Work (including the costs that the Authority or Architect incur in dealing with or as a result of the defective Trade Contractor Work) so that the Trade Contractor Work conforms to the Trade Contract Documents. The Trade Contractor’s Warranty shall extend for a period of two (2) years after final acceptance by Authority. Where guarantees or warranties are required in the Trade Contract Documents for a period of more than two (2) years, such longer terms shall apply. All Suppliers’ warranties and guarantees, express or implied, respecting any part of the Trade Contractor Work and any materials used therein are hereby assigned by the Trade Contractor to the Authority. This Warranty shall supplement, and not supersede, warranties and guarantees given by Trade Contractor under the terms of the Trade Contract Documents.

TRADE CONTRACTOR:

WITNESS: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____ known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2024.

NOTARY PUBLIC

SEAL

MY TERM EXPIRES

EXHIBIT 7
PREVAILING WAGES

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Commercial

County Number: 27

County Name: HENNEPIN

Effective: 2024-12-23

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations should be reported to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

* Indicates that adjacent county rates were used for the labor class listed.

County: HENNEPIN (27)

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2024-12-23	43.39	24.74	68.13
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-12-23	43.39	24.74	68.13
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2024-12-23	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
104	FLAG PERSON	2024-12-23	43.39	24.74	68.13
105*	WATCH PERSON	2024-12-23	39.76	24.39	64.15
106*	BLASTER	2024-12-23	35.11	19.64	54.75

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
107	PIPELAYER (WATER, SEWER AND GAS)	2024-12-23	45.13	24.74	69.87
		2025-05-01	47.50	26.12	73.62
108	TUNNEL MINER	2024-12-23	38.50	22.39	60.89
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2024-12-23	43.13	24.74	67.87
		2025-05-01	45.50	26.12	71.62
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2024-12-23	43.39	24.74	68.13
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2024-12-23	43.39	24.74	68.13
SPECIAL EQUIPMENT (201 - 204)					
201*	ARTICULATED HAULER	2024-12-23	46.99	25.20	72.19
202*	BOOM TRUCK	2024-12-23	46.51	26.90	73.41
		2025-05-05	46.51	29.40	75.91
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2024-12-23	30.04	21.53	51.57

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2025-05-01	31.66	22.78	54.44
204*	OFF-ROAD TRUCK	2024-12-23	41.73	22.85	64.58
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2024-12-23	37.05	19.39	56.44
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2024-12-23	45.61	26.90	72.51
		2025-05-05	47.24	29.40	76.64
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2024-12-23	45.01	26.90	71.91
		2025-05-05	46.61	29.40	76.01
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2024-12-23	44.67	26.90	71.57
		2025-05-05	46.25	29.40	75.65
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)			
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT			
336	CURB MACHINE			
337	DIRECTIONAL BORING MACHINE			
338	DOPE MACHINE (PIPELINE)			
340	DUAL TRACTOR			
341	ELEVATING GRADER			
345	GPS REMOTE OPERATING OF EQUIPMENT			
347	HYDRAULIC TREE PLANTER			
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)			
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)			
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE			
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE			
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE			
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES			
357	PUGMILL			
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
360	SCRAPER			
361	SELF-PROPELLED SOIL STABILIZER			
362	SLIP FORM (POWER DRIVEN) (PAVING)			
363	TIE TAMPER AND BALLAST MACHINE			
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)			
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE			
GROUP 5 *	2024-12-23	41.36	26.90	68.26
	2025-05-05	42.77	29.40	72.17
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)			
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)			
372	FORM TRENCH DIGGER (POWER)			
375	HYDRAULIC LOG SPLITTER			
376	LOADER (BARBER GREENE OR SIMILAR TYPE)			
377	POST HOLE DRIVING MACHINE/POST HOLE AUGER			
379	POWER ACTUATED JACK			
381	SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)			
382	SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER			
383	SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER			
384	STUMP CHIPPER AND TREE CHIPPER			
385	TREE FARMER (MACHINE)			

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 6		2024-12-23	40.02	26.40	66.42
387	CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389	DREDGE DECK HAND				
391	GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393	LEVER PERSON				
395	POWER SWEEPER				
396	SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397	TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
COMMERCIAL POWER EQUIPMENT OPERATOR					
GROUP 1		2024-12-23	51.03	26.90	77.93
		2025-05-05	51.03	29.40	80.43
501	HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502	TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503	TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 2		2024-12-23	50.64	26.90	77.54
		2025-05-05	50.64	29.40	80.04
504	CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505	PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506	TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507	TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 3		2024-12-23	49.05	26.90	75.95
		2025-05-05	49.05	29.40	78.45
508	ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				
509	CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510	DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511	STATIONARY TOWER CRANE UP TO 200 FEET				
512	SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513	TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514	TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 4		2024-12-23	48.68	26.90	75.58

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
		2025-05-05	48.68	29.40	78.08
515	CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516	FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517	HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				
518	LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519	OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520	TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 5		2024-12-23	46.51	26.90	73.41
		2025-05-05	46.51	29.40	75.91
521	AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522	CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523	CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525	FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526	FRONT END, SKID STEER 1 C YD AND OVER				
527	HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528	MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529	POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530	PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531	SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532	STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533	TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534	WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 6		2024-12-23	44.82	26.90	71.72
		2025-05-05	44.82	29.40	74.22
535	CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536	FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537	FRONT END, SKID STEER UP TO 1 C YD				
538	GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539	TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7		2024-12-23	43.55	26.90	70.45
		2025-05-05	43.55	29.40	72.95
541	AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542	BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
543	CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544	FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545	OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546	PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547	PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 8		2024-12-23	41.28	26.90	68.18
		2025-05-05	41.28	29.40	70.68
548	ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549	GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550	MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS					
GROUP 1 *		2024-12-23	32.85	9.02	41.87
601	MECHANIC . WELDER				
602	TRACTOR TRAILER DRIVER				
603	TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2		2024-12-23	38.39	23.70	62.09
604	FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				
GROUP 3 *		2024-12-23	22.50	6.50	29.00
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4 *		2024-12-23	25.50	9.42	34.92
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2024-12-23	53.19	31.95	85.14
		2025-06-09	57.24	31.95	89.19
702*	BOILERMAKERS	2024-12-23	46.00	31.93	77.93
		2025-01-01	48.35	31.93	80.28
703	BRICKLAYERS	2024-12-23	48.23	26.53	74.76
704	CARPENTERS	2024-12-23	45.54	29.34	74.88
		2025-01-01	45.54	29.34	74.88
705	CARPET LAYERS (LINOLEUM)	2024-12-23	45.25	26.98	72.23
		2025-01-01	45.25	26.98	72.23
706	CEMENT MASONS	2024-12-23	48.21	24.97	73.18
		2025-05-01	51.21	25.47	76.68
707	ELECTRICIANS	2024-12-23	56.00	34.39	90.39
		2025-05-01	60.40	34.39	94.79
708*	ELEVATOR CONSTRUCTORS	2024-12-23	59.95	44.53	104.48
		2025-01-01	62.52	45.36	107.88
709	GLAZIERS	2024-12-23	48.98	26.75	75.73
710	LATHERS	2024-12-23	47.00	26.85	73.85
		2025-01-01	47.00	26.85	73.85
712	IRONWORKERS	2024-12-23	44.85	35.72	80.57
714	MILLWRIGHT	2024-12-23	41.66	35.40	77.06
		2025-01-01	41.66	35.40	77.06
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-12-23	44.00	27.69	71.69
716		2024-12-23	45.71	29.73	75.44

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)				
		2025-01-01	45.71	29.73	75.44
		2025-05-01	49.46	30.23	79.69
717	PIPEFITTERS . STEAMFITTERS	2024-12-23	53.48	36.96	90.44
718	PLASTERERS	2024-12-23	47.93	25.34	73.27
719	PLUMBERS	2024-12-23	56.73	31.52	88.25
		2025-05-01	61.28	31.52	92.80
720	ROOFER	2024-12-23	45.70	24.84	70.54
721	SHEET METAL WORKERS	2024-12-23	53.71	34.57	88.28
		2025-05-01	57.96	34.57	92.53
722	SPRINKLER FITTERS	2024-12-23	55.31	34.95	90.26
		2025-06-01	59.81	34.85	94.66
723	TERRAZZO WORKERS	2024-12-23	46.27	26.64	72.91
724	TILE SETTERS	2024-12-23	42.76	30.32	73.08
725	TILE FINISHERS	2024-12-23	35.15	24.36	59.51
726	DRYWALL TAPER	2024-12-23	41.72	29.72	71.44
727	WIRING SYSTEM TECHNICIAN	2024-12-23	47.73	22.24	69.97
		2025-07-01	51.07	23.52	74.59
728	WIRING SYSTEMS INSTALLER	2024-12-23	33.44	17.82	51.26
		2025-07-01	35.78	18.73	54.51
729	ASBESTOS ABATEMENT WORKER	2024-12-23	39.86	24.61	64.47
		2025-01-01	41.23	25.99	67.22
730	SIGN ERECTOR	2024-12-23	34.69	19.88	54.57
		2025-06-01	37.19	19.88	57.07

LABOR CODE AND CLASS

EFFECT DATE

BASIC RATE

FRINGE RATE

TOTAL RATE

ATTACHMENT A
PROJECT LABOR AGREEMENT

PROJECT LABOR AGREEMENT
FOR POST-OPENING CONSTRUCTION AT
U.S. BANK STADIUM

ARTICLE I

PURPOSE

This Project Labor Agreement ("Agreement") is entered into this 6th day of November 2015, by and between SMG, a general partnership existing under the laws of the Commonwealth of Pennsylvania ("Project Contractor") and the Minneapolis Building and Construction Trades Council (the "Council"), acting on its own behalf and on behalf of all the Building Trades Local Unions affiliated with the Council (collectively called the "Union" or "Unions"), with respect to all construction at the U.S. Bank Stadium ("Stadium") site after the Stadium is opened (the "Project"). References throughout this Agreement to the Stadium being "opened" or its "opening" mean the time following completion of the construction of the Stadium pursuant to the separate Project Labor Agreement in effect for building the Stadium.

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement (as more fully described in Article II), including the Project Contractor if it performs construction work within the scope of this Agreement. Where specific reference to SMG alone is intended, the term "Project Contractor" is used.

The parties to this Project Labor Agreement acknowledge that construction work at the Stadium after it is opened is important to its efficient operation and management. The parties recognize the need for the timely completion of post-opening construction work without work stoppages, interruption or delay. This Agreement is intended to enhance this cooperative effort through the establishment of a framework for labor-management cooperation and stability.

The Contractors and the Unions agree that timely construction will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to Project completion. They will work together to furnish skilled, efficient craftworkers for all post-opening construction.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on the Project, to encourage close cooperation between the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances that may arise. Further, the Contractors of whatever tier agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or

interference with the work covered by this Agreement, all as more fully described in Article VIII.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Agreement shall apply and is limited to the recognized and accepted historical definition of construction work under the direction of and performed by the Contractors, of whatever tier, which may include the Project Contractor, which have contracts awarded for such work on the Project.

The Project is defined as: all construction work performed at the Stadium after its opening, including construction-related site preparation work and dedicated off-site work, which is in the Project Contractor's annual Capital Funding Plan for capital repair and enhancement, as it may be amended from time to time (the "Plan"), which Plan the Minnesota Sports Facilities Authority (the "Owner") approves and funds.

It is agreed that the Project Contractor shall require all Contractors of whatever tier that have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall require compliance with this Agreement by the Contractors but shall not be liable for any breach by another Contractor of this Agreement or any collective bargaining agreement with any of the Unions. It is further agreed that, where there is a conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed by Contractors bound by the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians for all instruments calibration work and loop checking, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles VIII (Work Stoppages and Lockouts), IX (Disputes and Grievances), and X (Jurisdictional Disputes) of this Agreement, which shall apply to such work. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function that may occur at the Stadium or be associated with the development of the Stadium.

Section 3. This Agreement shall only be binding on the signatory parties hereto and their heirs, successors, and assigns, and shall not apply to their parents, affiliates or subsidiaries.

Section 4. The Owner and the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement;

provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Agreement, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this Agreement include the following: Maintenance, physical plant operations, and general labor work performed pursuant to a collective bargaining agreement between the Council and Project Contractor that covers such maintenance work.

Section 6. The provisions of this Agreement shall not apply to the Owner, and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by this Agreement on the Stadium site.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of construction work at any time.

Section 8 It is understood that the liability of any employer and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner, Project Contractor, Contractors or other employer.

Section 9. It is understood and agreed that all Project work must be performed by employees of employers bound by the terms of this Agreement.

ARTICLE III

UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. The hiring of employees shall be governed by the procedures set forth in the applicable collective bargaining agreements that form Schedule A (each a "CBA"), except that employers not party to any agreements that form Schedule A will be entitled to retain their core employees, defined as no more than 15% of the employer's construction employee workforce assigned to work on the Project, when commencing work on the Project. It is further agreed that there shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in a union.

Section 3. All employees covered by this Agreement shall be subject to the union security provisions contained in the applicable collective bargaining agreement in Schedule A.

ARTICLE IV

UNION REPRESENTATION

Section 1. Authorized representatives of the Union shall have access to the Stadium worksite for representational purposes, provided they do not interfere with the work of employees and further provided that such representatives fully comply with visitor and security and safety rules and regulations of the Stadium.

Section 2. Each signatory Union shall have the right to designate a working journeyworker as a steward, and shall notify the Project Contractor in writing of the identity of the designated steward prior to the assumption of his or her duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

ARTICLE V

WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the applicable CBAs in attached Schedule A.

Section 2. The Contractors agree to pay contributions to the established employee fringe benefit funds in the amounts designated in the applicable CBAs in Schedule A; provided, however, that the Contractors and the Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds) shall be included in this requirement and paid by the Contractors on the Project. If any new bona fide, jointly trustee fringe benefit funds are established in any of the CBAs in Schedule A during the life of this Agreement, the Contractors agree to pay the contributions required by the applicable CBA to the new fund.

The Contractors adopt and agree to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

ARTICLE VI

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. The work week and work day shall be determined as set forth in the applicable Schedule A CBA.

Section 2. Overtime pay shall be established by reference to the applicable Schedule A CBA.

Section 3. It shall not be a violation of this Agreement if the Project Contractor considers it necessary to suspend all or portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the employer requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 4. Shift work will be performed in accordance with the currently existing Schedule A CBA.

Section 5. Recognized holidays on the Project shall be those in the Schedule A CBAs. There shall be no change in the established holiday schedules and the days upon which those holidays are celebrated, except by mutual agreement.

ARTICLE VII

MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their respective operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their respective working forces at their prerogative, including, but not limited to hiring, promotion, transfer, and lay-off; and discharge for just cause. No rules, customs, or practices shall be permitted or observed that limit or restrict production, or limit or restrict the working efforts of employees. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

Employees must comply with their Contactor-employer's requirements for mandatory screening or testing for drugs, alcohol or other substance abuse.

Employees must comply with all health and safety rules and regulations governing individuals working at the Stadium.

The Unions acknowledge that the Project Contractor has a legal obligation to use reasonable efforts to have employees working on the Project be proficient, productive, and courteous to patrons of the Stadium.

ARTICLE VIII

WORK STOPPAGES AND LOCKOUTS

Section 1. At the Stadium or other site where dedicated off-site work is occurring during the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs,

sympathy strikes, or any other disruptive activity or economic action of any kind or nature whatsoever directed at any Contractor by the Council, any Union or employee, and there shall be no lockout by any Contractor. Failure of the Council, any Union, or an employee to cross any picket line established at the Stadium, or other site where dedicated off-site work is occurring, is a violation of this Article.

Section 2. The Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing, sympathy strike, slowdown, or other disruptive activity or economic action of any kind or nature at the Stadium, or other site where dedicated off-site work is occurring, and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities that violate this Article. Any employee who participates in or encourages any activities that interfere with the operation of the Project or Stadium shall be subject to immediate discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Council nor any of the Unions shall be liable for acts of employees for whom they have no responsibility. The Building Trades Council Business Manager will immediately instruct, order and use the best efforts of his or her office to cause the Union or Unions to cease any violations of this Article. By complying with this obligation the Building Trades Council shall not be liable for unauthorized acts of any of the Unions. The principal officer or officers of such Unions will immediately instruct, order and use the best efforts of his or her office to cause the employees that such Unions represent to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE IX

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing construction economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work under this Agreement, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of the enforcement, interpretation, application, or violation of this Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her Union business representative or job steward, shall, within seven (7) calendar days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor, and the Project Contractor, stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within five (5) calendar days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing by the grieving party, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should any of the Unions or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within five (5) calendar days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager of the Council and the involved Contractor shall meet within nine (9) calendar days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) arbitrators in a sub-regional panel from which the arbitrator shall be selected by the parties alternatively striking names from the list. The first strike shall be determined by the toss of a coin. The decision of the arbitrator shall be final and binding on all parties. The fees and expenses of such arbitration shall be borne equally by the Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

ARTICLE X

JURISDICTIONAL DISPUTES

Section 1. The assignment of Project work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Settlement Plan") or any successor Plan.

Section 2. All jurisdictional disputes on the Project, between or among Building and Construction Trades Unions and Contractors, parties to this Agreement, shall be settled and adjusted according to the present Settlement Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any activity that Article VIII of this Agreement prohibits, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate representative of the Council and Unions prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XI

SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation that is or agrees to become party to this Agreement. Any contractor or subcontractor working at the Stadium site shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE XII

HELMETS TO HARDHATS

Section 1. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls,

counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

Section 2. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIII

SAVINGS AND SEPARABILITY

It is not the intention of the Council, Project Contractor, Contractors, or the Unions to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Project Contractor, Council, and Unions agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties.

ARTICLE XIV

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Contractors, Council, and Unions will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, marital status, sexual orientation, gender identity, familial status, veteran status, or any other classification protected by applicable law. They further agree to undertake measures designed to eliminate discriminatory barriers including measures to ensure equal opportunity in hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and apprenticeship programs.

Section 2. The Council and Unions acknowledge that the Project Contractor has legal obligations to take actions to achieve statutory and the Owner's aspirational objectives regarding workforce and business inclusion and will assist and will not interfere with the Project Contractor in its efforts to meet such obligations. This includes, without limitation, the Project Contractor's obligation to make best efforts to employ or cause to be employed women and members of minority communities at the Stadium and services to be provided there.

ARTICLE XV

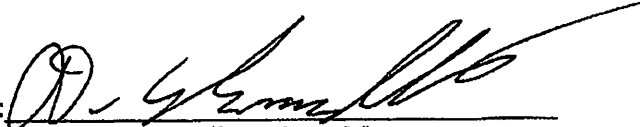
DURATION OF THE AGREEMENT

This Agreement shall be effective upon the opening of the Stadium after the completion of its construction pursuant to the separate Project Labor Agreement in effect for building the Stadium. This Agreement shall expire on August 1, 2021 or the date five years from the opening of the Stadium, whichever occurs later.

The applicable provisions of the CBAs included in Schedule A of this Agreement shall continue in full force and effect unless and until the Contractor and/or Union parties to said CBAs notify the Project Contractor in writing of any mutually agreed upon changes to those provisions and their effective date(s), which shall become the effective date(s) for purposes of applying said provisions under this Agreement.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year above written.

**FOR THE MINNEAPOLIS BUILDING AND
CONSTRUCTION TRADES COUNCIL**

By: 
Dan McConnell, Business Manager

Dated: 11/6/2015

FOR SMG, PROJECT CONTRACTOR

By: 
[Insert Name and Title]
Patrick Talty, GM US Bank Stadium

Dated: 11/9/2015

SCHEDULE A

LOCAL COLLECTIVE BARGAINING AGREEMENTS

The applicable Local Collective Bargaining Agreements ("CBAs") for the Building Trades Unions affiliated with the Council are incorporated herein by reference. For copies of the applicable CBAs, contact the Unions directly or the Minneapolis Building and Construction Trades Council at 612-379-4234, 312 Central Ave., #556, Minneapolis, MN 55414, dan@mplsbctc.org.

ATTACHMENT A

LETTER OF ASSENT

This certifies that the undersigned _____ [Name of Contractor]
_____ has examined a true and correct copy of the Project Labor Agreement for
Post-Opening Construction at U.S. Bank Stadium between SMG and the Minneapolis Building
and Construction Trades Council and its affiliated Unions (the "PLA"), effective as described in
Article XV of the PLA, and hereby agrees to accept, comply with, and be bound by all the terms
and conditions of the PLA for all construction work it performs at the Stadium while the PLA is
in effect as defined in Article XV of the PLA. It is understood that the signing of this Letter of
Assent shall be binding on the undersigned Contractor as though it has signed the PLA. This
Letter of Assent shall become effective and binding upon the undersigned Contractor and said
Building and Construction Trades Council and affiliated Unions on the date the undersigned
Contractor commences construction work at the Stadium and shall remain in effect until the
sooner of the completion of the Contractor's construction work at the Stadium or expiration of the
PLA as defined in Article XV of the PLA.

By: _____

Its: _____

Dated: _____

ADDENDUM TO PROJECT LABOR AGREEMENT

This Addendum, effective as of December 20, 2019, is entered into by the Minneapolis Building and Construction Trades Council and the Minnesota Sports Facilities Authority (the "MSFA") (together, "the Parties"). The Parties agree to be bound and abide by the current Project Labor Agreement for Post-Opening Construction at U.S. Bank Stadium ("PLA") for Project work (as defined in the PLA) awarded by the MSFA at U.S. Bank Stadium for the duration of the PLA. For purposes of work covered by this Addendum only, references in the PLA to SMG shall be changed to refer to the MSFA; and it is noted by the Parties that ASM Global is now the successor to SMG, so any reference in future Project documents to ASM Global has the same meaning as if the reference were to SMG. Contractors shall become bound by the PLA for purposes of work covered by this Addendum by signing the Letter of Assent, Attachment A to the PLA. This Addendum shall be attached to, and incorporated into, the PLA for all work covered by this Addendum.

MINNEAPOLIS BUILDING & CONSTRUCTION TRADES COUNCIL

By: 

Dan McConnell, Business Manager

MINNESOTA SPORTS FACILITIES AUTHORITY

By: 

Michael Vekich, Chair

By: 

James Farstad, Executive Director

Acknowledged and Agreed:

ASM GLOBAL

By: 

Its: Interm General Manager

**AMENDMENT TO PROJECT LABOR AGREEMENT
FOR POST-OPENING CONSTRUCTION AT
U.S. BANK STADIUM**

This Amendment to the Project Labor Agreement for Post-Opening Construction at U.S. Bank Stadium (the "Amendment") is made by and between the Minneapolis Building and Construction Trades Council (the "Council"), the Minnesota Sports Facilities Authority (the "MSFA") and ASM Global, collectively referred to as the "Parties." This Amendment is effective August 1, 2021.

RECITALS:

1. The Council and SMG (ASM Global's predecessor) entered into the Project Labor Agreement for Post-Opening Construction at U.S. Bank Stadium, effective November 6, 2015 ("the Project Labor Agreement");
2. The Council and the MSFA entered into an Addendum to the Project Labor Agreement, effective December 20, 2019 (the "Addendum"), and the Addendum was also acknowledged and agreed to by ASM Global; and
3. The Parties desire to extend the Project Labor Agreement (including the Addendum) for three years by entering into this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Amendment and made a part hereof.
2. **Defined Terms.** All capitalized terms used but not otherwise defined in this Amendment shall have the meanings attributed to such terms in the Project Labor Agreement.
3. **Amendment to Article XV.** The first paragraph of Article XV (Duration of the Agreement) of the Project Labor Agreement is deleted in its entirety and replaced with the following:

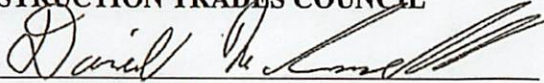
This Agreement shall be effective upon the opening of the Stadium after the completion of its construction pursuant to the separate Project Labor Agreement in effect for building the Stadium. This Agreement shall expire on August 1, 2024.

4. **Amendment to Article III.** Section 3 of Article III of the Project Labor Agreement is deleted in its entirety.

5. **No Other Changes.** Except as modified by this Amendment, there are no changes to the Project Labor Agreement. The Parties acknowledge and agree that the Project Labor Agreement as modified by the Addendum and this Amendment remains in full force and effect.
6. **Complete Agreement.** Any modification of, or addition to, this Amendment must be in writing and signed by all Parties. This Amendment and the Project Labor Agreement (including the Addendum) constitute the entire understanding between the Parties and supersede all prior discussions, representations, and/or agreements between the Parties with respect to the matters herein.
7. **Execution And Delivery.** This Amendment may be executed in counterparts, which taken together shall constitute one agreement binding on the Parties. Electronically transmitted signatures shall be valid and binding to the same extent as signatures delivered in original. In making proof of this Amendment, it will be necessary to produce only one copy signed (or reproduced from an electronically delivered signature) by the Party to be charged.

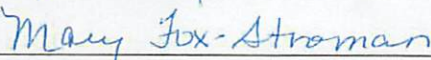
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and effective as of August 1, 2021.

**MINNEAPOLIS BUILDING &
CONSTRUCTION TRADES COUNCIL**

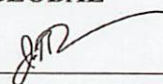
By: 
Dan McConnell, Business Manager

MINNESOTA SPORTS FACILITIES AUTHORITY

By: 
Michael Vekich, Chair

By: 
James Farstad, Executive Director
Mary Fox-Stroman, Interim Executive Director

ASM GLOBAL

By: 
Its: John Drum, General Manager

**SECOND AMENDMENT TO PROJECT LABOR AGREEMENT
FOR POST-OPENING CONSTRUCTION AT
U.S. BANK STADIUM**

This Second Amendment to the Project Labor Agreement for Post-Opening Construction at U.S. Bank Stadium (the "Second Amendment") is made by and between the Minneapolis Building and Construction Trades Council (the "Council"), the Minnesota Sports Facilities Authority (the "MSFA") and ASM Global, collectively referred to as the "Parties." This Second Amendment is effective August 1, 2024.

RECITALS:

1. The Council and SMG (ASM Global's predecessor) entered into the Project Labor Agreement for Post-Opening Construction at U.S. Bank Stadium, effective November 6, 2015 ("the Project Labor Agreement");
2. The Council and the MSFA entered into an Addendum to the Project Labor Agreement, effective December 20, 2019 (the "Addendum"), and the Addendum was also acknowledged and agreed to by ASM Global;
3. Effective August 1, 2021, the Parties entered into an Amendment extending the Project Labor Agreement (including the Addendum) for three years; and
4. The Parties desire to extend the Project Labor Agreement (including the Addendum) for an additional three years by entering into this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Second Amendment and made a part hereof.
2. **Defined Terms.** All capitalized terms used but not otherwise defined in this Second Amendment shall have the meanings attributed to such terms in the Project Labor Agreement.
3. **Amendment to Article XV.** The first paragraph of Article XV (Duration of the Agreement) of the Project Labor Agreement is deleted in its entirety and replaced with the following:


This Agreement shall be effective upon the opening of the Stadium after the completion of its construction pursuant to the separate Project Labor Agreement in effect for building the Stadium. This Agreement shall expire on August 1, 2027.

4. **Amendment to Article III.** Section 3 of Article III of the Project Labor Agreement is deleted in its entirety.

5. **No Other Changes.** Except as modified by this Second Amendment, there are no changes to the Project Labor Agreement. The Parties acknowledge and agree that the Project Labor Agreement as modified by the Addendum and this Second Amendment remains in full force and effect.
6. **Complete Agreement.** Any modification of, or addition to, this Second Amendment must be in writing and signed by all Parties. This Second Amendment, the Amendment and the Project Labor Agreement (including the Addendum) constitute the entire understanding between the Parties and supersede all prior discussions, representations, and/or agreements between the Parties with respect to the matters herein.
7. **Execution And Delivery.** This Second Amendment may be executed in counterparts, which taken together shall constitute one agreement binding on the Parties. Electronically transmitted signatures shall be valid and binding to the same extent as signatures delivered in original. In making proof of this Second Amendment, it will be necessary to produce only one copy signed (or reproduced from an electronically delivered signature) by the Party to be charged.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed and effective as of August 1, 2024.

**MINNEAPOLIS BUILDING &
CONSTRUCTION TRADES COUNCIL**

By: 
Dan McConnell, Business Manager

MINNESOTA SPORTS FACILITIES AUTHORITY

By: 
Michael Vekich, Chair

By: 
Ed Kroics, Executive Director

ASM GLOBAL

By: 
Its: 

Exhibit C

CONFIDENTIALITY AGREEMENT

(To Be Included Submitted with Proposal)

This Confidentiality Agreement (the "Agreement") is made and entered into as of the day of _____ 202_, by and between the Minnesota Sports Facilities Authority ("Authority") and _____ ("Proposer") relating to the design, construction, financing of work at the Minnesota Multi-Purpose Stadium (the "Project"). For purposes of this Agreement, Minnesota Vikings Football, LLC are hereinafter referred to as the "Team". The Authority and Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "Project Participants".

1. For purposes of this Agreement, "Confidential Information" means "any and all" information accessed, received, obtained or otherwise learned about the Project Participants as a result of the Project, and/or any other information whether or not designated as Confidential Information by the Project Participants. Notwithstanding the above, Confidential Information will not include any information that

- (a) is or becomes public knowledge as a result of a disclosure made by Project Participants or
- (b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.

2. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the Proposer will (a) not disclose any Confidential Information to any third party nor give any third party access thereto, and (b) only disclose the Confidential Information to those of its employees or agents who need to know such information for purposes of completing the Project and who are bound by confidentiality obligations no less restrictive than this Agreement. For the avoidance of doubt, any disclosure by the Project Participants of work product received from the Proposer shall not be considered a breach of this Agreement.

3. The Proposer will use at least the same degree of care to avoid the publication, disclosure, reproduction or other dissemination of the Confidential Information as employed with respect to its own valuable, proprietary information which it protects from unauthorized publication, disclosure, reproduction or other dissemination and in no event shall the Proposer use less than reasonable care.

4. If the Proposer receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the Proposer shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made, (b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.

5. The Proposer acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which maybe difficult to ascertain. Accordingly, the Proposer agrees that the Project Participants will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the Project Participants may have. The Proposer will, except to the extent inconsistent with (a) its use in connection with legal proceedings or (b) applicable law, regulations, rules or official requests, at the Authority's election, destroy or return to the Project Participants any tangible copies of the Confidential Information and permanently delete all electronic copies of the Confidential Information in its possession or control, if any, at the earlier of the request of the Project Participants or the completion of the Project and will certify in writing to the Project Participants that it has completed the forgoing.

6. In the event of any litigation between the Project Participants and the Proposer in connection with this Confidentiality Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party,

which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.

7. All references to the Proposer herein also include any of its officers, directors, employees, attorneys, agents, professional advisors and independent contractors and any person, corporation, partnership or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. All clauses and covenants contained in this Agreement are severable and, in the event, any of them is held to be invalid by any court, this Agreement will be interpreted as if such invalid clauses and covenants were not contained herein. The Proposer represents and warrants that it has the right and authority to enter into and perform this Agreement. This Agreement may not be assigned without the Project Participants' prior written consent (in their sole discretion). This Agreement shall be construed in accordance with the internal laws of the State of Minnesota, USA, without regard to its principles of conflicts of laws. None of the provisions of this Agreement can be waived or modified except expressly in writing by the parties hereto.

Dated and effective this _____ day of _____, 202__

("Authority")

("Proposer")

{SEAL

WITNESS:

(If Proposer is a Corporation, complete below)

By: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT D

NON-COLLUSION AFFIDAVIT

[PROJECT NAME]

[PROJECT NUMBER]

I, _____ (Name), being first duly sworn, state that I am the
_____ (office held) of _____ (name of Bidder).

I executed this bid having full authority to do so. I certify that Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above-named project. No person or persons, natural or corporate, has, have, or will receive, directly or indirectly, any rebate, fee, gift, commission, or other thing of value in consideration for this offer.

Signature

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public

EXHIBIT E



State of Minnesota/Metropolitan Agencies – MDHR Certificate of Compliance

The Request for Proposals or Request for Bids solicitation you responded to may require you to have or to obtain a Certificate of Compliance from the Minnesota Department of Human Rights (MDHR). Please fill out and submit this form with supporting documentation. The bid-award agency will not review your proposal or bid until MDHR and the bid-award agency review this form and/or supporting documentation.

Option A – We have employed more than 40 full-time employees on any single day in any state during the previous 12 months. Please check the applicable box below.

☐ We have a MDHR Certificate of Compliance. Attached is the Certificate.

☐ We don't have a MDHR Certificate of Compliance. Attached is our application for a MDHR Certificate of Compliance.

Option B – We have an affirmative action plan approved by the Federal Government but no MDHR Certificate of Compliance. Please check the box below.

☐ Attached is a copy of the affirmative action plan approved by the Federal government in the last 12 months, the Federal government's approval letter, and our application for a MDHR Certificate of Compliance.

Option C – We are exempt because we employed fewer than 40 full-time employees on any single day in any state during the previous 12 months. Please check the box below.

☐ We are exempt. Attached is a list of all of our employees and their state of employment during the past 12 months.

Option D – The current bid is exempt. The bid award agency doesn't expect the goods or services provided will exceed \$100,000.

☐ The bid proposal is exempt. The bid project number is: _____.

Signature

In signing this document, you certify that the information is accurate and that you are authorized to sign on behalf of the company.

Name of Company

Authorized Signature

Date

Printed Name

Phone Number

Title

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1095
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/MDHR

EXHIBIT F

U.S. BANK STADIUM

ACKNOWLEDGEMENT AND ATTESTATION FORM

(To Be Submitted with Proposal)

In submitting a Proposal, the undersigned has certified that the Proposer has reviewed the Request for _____ Proposal ("RFP") dated _____ and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein.

The Proposer understands the Authority and Team reserve the right to reject any or all proposals in accordance with its best interest. The Proposer submitting a response does so at its own expense. I hereby certify that the foregoing is true and correct.

Proposer's Name: _____ (Company)

Name: _____ (Officer of Company)

Title: _____

Date: _____

Witness: _____

Name: _____

Date: _____

Note: Use full corporate name and attach corporate seal, if any, here.

{SEAL}

EXHIBIT G

Conflict of Interest Certification

Proposer Name: _____

MSFA RFP Title: _____

Select ONE of the following responses below:

1. ☐ To the best of Proposer's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to a conflict of interest within the meaning of Section C.3 of the RFP.
2. ☐ Proposer has an actual, potential, or perceived conflict(s) of interest within the meaning of Section C.3 of the RFP as listed below.

By signing in the space provided below, Proposer certifies the above information is correct and that if a conflict of interest within the meaning of Section C.3 is discovered at any time after submission of this form but before MSFA award under the RFP (or after if Proposer is selected under the RFP), Proposer will immediately provide full disclosure in writing to the MSFA.

Signature: _____

Title: _____

Date: _____