
EXHIBIT 11

CONTRACT ADMINISTRATION & PAYMENT PROCEDURES MANUAL

Procedures and forms that the Construction Manager must use for contracting and payment on the Project will be added to the Construction Services Agreement in this Exhibit 11.

SECTION 01 29 00
CONTRACT ADMINISTRATION & PAYMENT PROCEDURES MANUAL

PART 1 - GENERAL**1.01 INTRODUCTION**

- A. The purpose of this Contract Administration & Payment Procedures Manual is to provide the Construction Manager, Subcontractors, Architect, Consultants and other professional service providers on the Minnesota Multi-Purpose Stadium Project with a descriptive outline of the procedures that must be followed for contracting and payment on the Project.

1.02 RELATED DOCUMENTS

- A. Attention is directed to Bidding Requirements and Contracting Requirements, and to Division 1, General Requirements, which are hereby made a part of the Section 01 29 00 of this Project Manual.
- B. Attention is directed to the Construction Services Agreement, the Subcontract, Design Services Agreement, Consulting Services Agreement and the General Conditions of the Contracts for Design and Construction.

1.03 SUMMARY

- A. This Section 01 29 00 describes the following requirements including:
1. Contracting for Professional Services
 2. Payment for Professional Services
 3. Contracting for Construction
 4. Payments for Construction

PART 2 – PROFESSIONAL SERVICES NOT WITHIN CONSTRUCTION MANAGER’S WORK SCOPE**2.01 CONTRACTING FOR PROFESSIONAL SERVICES**

- A. This Section 2.01 describes the procedures for direct contracting of professional services on the Minnesota Multi-Purpose Stadium project not within the Construction Manager’s Work Scope. Professional services will be contracted under the Design Services Agreement or Consulting Services Agreement for the Project. The Authority will not accept any other form of contract or agreement for professional services. The Outline of Contract Administration Procedures – Professional Services (Contracts Managed by Owner’s Representative) included as Exhibit 1 of this Section 01 29 00 provides a graphic representation of the contracting process for professional services on the Minnesota Multi-Purpose Stadium project.

- B. Contract Request Form

The Owner’s Representative will prepare the Contract Request Form included in Exhibit 4 of this Section 01 29 00 for all professional service contracts on the Project. The

Contract Request form will be completed by the Owner's Representative at the time the scope of services and compensation are finalized with the firm or entity with which the Authority will be contracting.

The Owner's Representative will assign a Contract Number to every contract. All references to that contract and all Applications for Payment must reference the Contract Number established by the Owner's Representative.

C. Authority Approval and Contract Award

The Owner's Representative will issue the appropriate form of contract upon approval of the Contract Request form by the Authority. The contract will include a Contract Number established by the Owner's Representative that must be used on all correspondence and invoicing relating to that contract and any revisions thereto.

D. Application for Payment (Form #4023)

All professional service contracts include the Consultant Application for Payment (Form #4023) included in Exhibit 3 of this Section 01 29 00 that must be completed by all professional service providers on the Project. The Owner's Representative will not process any invoice that is not provided on the Consultant Application for Payment. The Consultant Application for Payment includes a Schedule of Values for the work, which establishes specific billing categories for services under contract with the Authority. The Authority and Owner's Representative will not review any Consultant Application for Payment that includes costs or services that have not been approved in accordance with the contracting procedures outlined above.

E. Contract Revisions

Changes to a professional services contract are only approved with written authorization by the Authority and Owner's Representative under the Contract Revision (Form #4011) included in Exhibit 5 of this Section 01 29 00. This form of Contract Revision must be used for monetary and non-monetary revisions to any professional service agreement with the Authority.

2.02 PAYMENT FOR PROFESSIONAL SERVICES

A. STEP 1 SUBMIT CONSULTANT APPLICATIONS FOR PAYMENT

Before the first (1st) of the month, in accordance with the Consulting Services Agreement, the Consultants (hereinafter the "Consultant") is to bill for the Work from the first (1st) of last month to the first (1st) of the present month. The Consultant must submit the itemized Consultant Application for Payment (Form #4023) identifying the work completed, if any, during the current calendar month. The Owner's Representative will only process Consultant Applications for Payment for completed work on the schedule outlined above.

The Consultant will prepare a formal Consultant Application for Payment and submit one (1) original copy of the Consultant Application for Payment to the Owner's

Representative on or before the first (1st) of the month for the preceding months work. The Consultant Application for Payment must be completed in the format of Form #4023 or format previously approved only. **Late or incomplete Consultant Applications for Payment will not be accepted and will be held for processing during the following month.** The Owner's Representative reserves the right to reject in whole or in part the Consultant Application for Payment if it is late or incomplete. The Owner's Representative must provide the Consultant with written notice of any part of the Consultant Application for Payment that has been rejected for payment and the reasons for rejection within ten (10) days of receipt by the Owner's Representative. Before submitting the Consultant Application for Payment to the Owner's Representative, each Consultant Application for Payment must be signed by a duly authorized agent of the Consultant. The Consultant must include with each Consultant Application for Payment a Partial Unconditional Release (Lien Waiver) for all previous payments made by the Consultant to Subconsultants.

The Consultant Application for Payment must be sent by mail to the following only:

HAMMES COMPANY SPORTS DEVELOPMENT, Inc.
Attention: Accounts Payable
22 E. Mifflin St., Suite 800
Madison, WI 53703

The Consultant shall provide all supporting documentation substantiating the Consultant's right to payment as the Authority and Owner's Representative may require.

C. STEP 3 REVIEW BY ARCHITECT AND INSPECTING ARCHITECT

The Owner's Representative will submit the Consultant Application for Payment to the Inspecting Architect for their review and certification (as required). The Inspecting Architect will be responsible to certify to the Authority that the Work of the Consultant has progressed to the point indicated and that to the best of the Inspecting Architect's knowledge, information and belief, the Consultant's Work is in accordance with the Contract Documents and that the Consultant is entitled to the amount certified. The Inspecting Architect's certification will be required by the tenth (10th) of the month.

The Consultant will provide whatever assistance and information are deemed necessary by the Owner's Representative to facilitate review by the Inspecting Architect.

D. STEP 4 MASTER APPLICATION FOR PAYMENT

The Owner's Representative will prepare the Master Application for Payment for submission to the Authority on or before the tenth (10th) day of the month following receipt of the Consultant Application for Payment.

E. STEP 5 PAYMENT

The Disbursing Agent will issue checks to the Consultant for all costs approved for payment under the Consultant Application for Payment. All checks will be distributed to the Consultant within thirty (30) days of the Owner's Representative receiving a complete and properly prepared Consultant Application for Payment and approval by the Authority.

F. STEP 6 LIEN WAIVERS

The Consultant Application for Payment will require the Consultant to certify that upon payment of the sum requested in the Consultant Application for Payment, the Consultant waives all of its lien rights, if any, with respect to the Consultant's Work for which payment is claimed in the current or any preceding Consultant Applications for Payment, except with respect to retainage which may currently be held.

PART 3 - CONSTRUCTION

3.01 CONTRACTING FOR CONSTRUCTION

- A. This Section 3.01 describes the procedures for the contract administration for construction of Minnesota Multi-Purpose Stadium. Contract administration for construction includes all of the Construction Manager's Work and the Subcontractor's Work and material purchases between the Construction Manager and Subcontractors or material suppliers.
- B. Contracting for construction will be contracted under the Construction Services Agreement or Subcontract for the Project. The Authority will not accept any other form of contract or agreement for construction services or subcontracting. The Outline of Contract Administration Procedures – Construction included as Exhibit 2 of this Section 01 29 00 of the Project Manual provides a graphic representation of the contract administration process for construction on the Minnesota Multi-Purpose Stadium.

C. Work Scope and Project Manual

The Construction Manager is responsible to develop the Work Scope and Project Manual for all phases of the Work. The Work Scope and Project Manual must be provided for approval prior to publishing. of bidding procedures for any phase of the Work not established at the time of execution of the Construction Services AgreementThe Owner's Representative will review the Work Scope / Project Manual and make any modifications deemed to be in the best interest of the Authority. The Construction Manager is required to clearly describe specific inclusions, exclusions, unit costs and allowances to the Work Scope that are to be included in the Subcontractor bids. The Construction Manager must provide written clarifications and explanations to the Drawings and Specifications for each phase of the Work as necessary to ensure a complete and accurate bid. The Construction Manager is required to confirm that the Drawings and Specifications conform to the scope included within the GMP and are complete and in sufficient detail for bidding and award of any phase of the Work prior to issuing Contract Documents for bidding.

D. Schedule of Values

Upon full execution of the Construction Services Agreement, the Construction Manager shall submit to the Owner's Representative a detailed Schedule of Values that allocates values for various phases of the Work, prepared in such a form and supported by whatever data the Owner's Representative deems necessary. The Schedule of Values becomes the basis of reviewing all Construction Manager Applications for Payment and the Construction Manager's Schedule of Values must not change without prior written approval by the Authority and Owner's Representative under a Contract Revision.

E. Budget Reconciliation

The Construction Manager must identify the budget line items of all cost of work to be bid under any Work Scope in the format of the Schedule of Values prior to proceeding with bidding any phase of the Work. The Construction Manager by providing the written reconciliation confirms that the Work Scope to be bid conforms to the scope included in the GMP and is identified as a line item within the Schedule of Values for the Work.

This written budget reconciliation will become the basis for development of a Bid Summary at the time of receipt of Subcontractor bids. The Construction Manager must provide a format of the Bid Summary for every phase of the Work to the Owner's Representative at least ten (10) days prior to any bid. The Owner's Representative shall instruct the Construction Manager to make any modifications to the Bid Summary it deems necessary in its sole and absolute discretion.

F. Subcontract Bidding

The Construction Manager is responsible for administering all aspects of bidding and award for all phases of the Work. The Construction Manager must provide the Owner's Representative with a detailed Bid Summary format at the time of bidding and prior to receipt of any Subcontractor bids as described above. The Construction Manager must prepare the Bid Summary in a format and including information the Owner's Representative deems necessary. Subcontractor bids will be received at a time and place approved by the Owner's Representative and the Owner's Representative must be present at the time of receipt and opening of all Subcontractor bids. All Subcontractor bids will be opened in private and may be rejected in whole or in part as deemed necessary by the Construction Manager and Owner's Representative in the best interest of the Authority.

G. Bid Analysis

The Construction Manager will be responsible for thoroughly reviewing all Subcontractor bids to determine that such bids conform to the Work Scope and are complete. The Construction Manager must prepare a detailed Bid Analysis in the Bid Summary format described above for review by the Owner's Representative within two (2) days of receipt of Subcontractor bids. The Construction Manager will be responsible for conducting all post bid evaluations and must provide a recommendation for award to the Owner's Representative within two weeks of award of the Subcontract unless mutually agreed otherwise.

H. Contract Request (Form 4010)

The Owner's Representative will prepare the Contract Request Form included in Exhibit 4 of this Section 01 29 00 for all phases of the Work involving subcontracting for construction. The Contract Request form will be completed with the assistance of the Construction Manager after review and approval of the Bid Summary by the Owner's Representative. The Contract Request Form must include all information deemed necessary by the Owner's Representative to process for approval, including, insurance certificates, Targeted Business Participation Program Contracting Plan, etc.

The Owner's Representative will assign a Contract Number to every Subcontract. All references to that Subcontract and all Subcontractor Applications for Payment must reference the Contract Number established by the Owner's Representative.

I. Authority Approval

The Construction Manager will issue the Subcontract only after approval of the Contract Request Form by the Authority and Owner's Representative.

J. Application for Payment

The Construction Manager Application for Payment will be submitted monthly via Projectrac along with a PDF of AIA Document G702/G703 in Exhibit 3 . The AIA Document G702/703 must conform to the current Schedule of Values approved by the Authority and Owner's Representative. Each Subcontractor must submit the Application for Payment on the Subcontractor Application for Payment 10-04 in Exhibit 3 only. The Owner's Representative will reject any Construction Manager Application for Payment that is not in the approved format or which does not exactly correspond to the approved Schedule of Values.

K. Contract Revision Form

Changes in the Work resulting in monetary adjustments to the Contract Sum under the Construction Services Agreement will only be approved by the Authority under the Contract Revision form included in Exhibit 5 of this Section 01 29 00. The Contract Revision form must be used for monetary adjustments to the Construction Services Agreement including any changes to the Schedule of Values with the Construction Manager.

L. Subcontract Change Order

Changes in the Work resulting in monetary adjustments to the Contract Sum of a subcontractor under the Construction Services Agreement will only be approved by the Authority under the Subcontractor Change form included in Exhibit 5 of this Section 01 29 00. The Subcontractor Change form must be used for monetary adjustments to the Construction Services Agreement including any changes to the Schedule of Values with the Construction Manager and its subcontractors.

3.02 PAYMENTS FOR CONSTRUCTION

A. SCHEDULE OF VALUES

At the time a Subcontract is awarded, each Subcontractor must submit a Schedule of Values for its entire Subcontract Amount for approval by the Construction Manager and Owner's Representative. The Schedule of Values must designate targeted business participation components within the Subcontract Amount and labor and material line items for each portion of the work (larger portions of work such as concrete, curtainwall, drywall, mechanical, electrical, etc., shall be broken down by elevation, floor, area, etc., as appropriate), separate bond costs, and general conditions line items as appropriate.

The Schedule of Values will be submitted in the format as described above and to the level of detail specified by the Construction Manager and approved by the Owner's Representative, including:

1. The sum of the parts of the Schedule of Values shall total to the Subcontract Amount.
2. The minimum level of breakdown and order on the Application for Payment will be:

- a. Bond costs, if applicable
 - b. General conditions line item(s)
 - c. Division 1 cost breakdown as required
 - d. Major portions of the Work shall be broken down into labor and material line items for specific areas of the Project
 - e. A listing of approved and executed Change Orders, if any, in sequential order. On any individual Change Order greater than \$25,000.00, the Change Order must be broken down as directed by the Construction Manager.
3. Schedule of Value items shall have a direct and understandable relation to the Construction Schedule.
 4. Overhead and profit shall be distributed into each item of Work on a pro-rated basis.

The Schedule of Values shall be the basis for the Subcontractor's Application for Payments. The Owner's Representative reserves the right not to process any Construction Manager Application for Payment submitted by the Construction Manager, or by a Subcontractor to the Construction Manager, if this Schedule of Values has not been submitted in the approved format.

The Owner's Representative shall have the right to require the Construction Manager or any Subcontractor to alter the value or add/delete categories listed on their Schedule of Values at any time for the following reasons:

1. The Schedule of Values appears to be incorrect or unbalanced.
2. A revision of the segregation of values is required due to the Construction Manager or Subcontractor revising the sequence of construction or assembly of building components which in turn invalidates the Schedule of Values.
3. Contract Revisions and Change Orders are issued to the Construction Manager or Subcontractor and shall be incorporated into the Schedule of Values as a separate line item at the bottom of the Schedule of Values.

The Construction Manager and Subcontractors are required to correlate the documentation for payment of stored materials requested in their respective Applications for Payment against the agreed upon breakdown of the Schedule of Values, as described below. The Owner's Representative reserves the right not to process any Construction Manager Application for Payment if this correlation has not been submitted in conjunction with the Schedule of Values.

B. STEP 1 SUBMIT SUBCONTRACTOR APPLICATIONS FOR PAYMENT

Before the twentieth (20th) day of the month, in accordance with the Subcontract, the Subcontractor shall have a representative visit the Project site. The Subcontractor will review progress at the Project site with the Construction Manager's representative. The Subcontractor is to bill for the Work from the first (1st) of the month to the end of the present month. The Subcontractor shall submit, during the review, the itemized Subcontractor Application for Payment identifying the Work completed, if any, during

the current calendar month; review same with the Construction Manager and obtain approval of the Subcontractor's Application for Payment. The Subcontractor and Construction Manager shall agree as to what Work is in place projected to the end of the month, and/or the extent of material located on the Project site and material stored off the Project site.

The Subcontractor will prepare a formal Subcontractor Application for Payment and submit three (3) original copies of the request and three (3) originals of the Contractor Payment Progress Report must be submitted to the Construction Manager on or before the twentieth (20th) of the month. The Subcontractor Application for Payment must be completed in the format of Subcontractor Application for Payment 10-04 in Exhibit 3. At the discretion of the Construction Manager, **late or incomplete Applications for Payment will not be accepted and will be held for processing during the following month.** The Construction Manager and Owner's Representative reserve the right to reject in whole or in part the Subcontractor Application for Payment. The Construction Manager must provide the Subcontractor written notice of any part of the Subcontractor Application for Payment that has been rejected for payment and the reasons for rejection within fifteen (15) days of receipt by the Construction Manager. Before submitting the Subcontractor Application for Payment to the Construction Manager, each Subcontractor Application for Payment must be signed by a duly authorized agent of the Subcontractor. The Subcontractor must include with each Subcontractor Application for Payment a Partial Unconditional Release (Lien Waiver) for all previous payments made by the Construction Manager to Subcontractors, and their material suppliers Subcontractor's Contractor Payment Progress Report and any necessary back-up data as described below. Waivers of claims for payment and Lien Contractor Payment Progress Reports must be provided by the Subcontractor.

The Subcontractor shall provide all supporting documentation substantiating the Subcontractor's right to payment as the Authority, Owner's Representative, the Construction Manager and the Architect may require.

The Construction Manager shall be responsible for entering all Subcontractor Applications for Payment into the PROJECTrac website at the same time final versions are due to the Owner's Representative. This includes entering the current period billing amount based on the approved Schedule of Values, current retainage amount for each line in the Schedule of Values and attaching all supporting documentation. Once entered, the Construction Manager shall launch the appropriate approval workflow.

NOTE: No payment shall be issued to a Subcontractor for materials stored off-site unless supported by proper documentation as required by the Construction Manager, Construction Monitor or Owner's Representative (upon advanced notification of such requests only) as described below.

C. STEP 2 SUBMIT CONSTRUCTION MANAGER APPLICATION FOR PAYMENT

Before the twenty-fifth (25th) day of the month, in accordance with the Construction Services Agreement, the Construction Manager will review the Construction Manager Application for Payment and Updated Construction Schedule with the Owner's Representative's representative. The Construction Manager is to bill for the Work from

the first (1st) of the month to the end of the present month. The Construction Manager shall submit, during the review, the itemized Construction Manager Application for Payment identifying the Work completed, if any, during the current calendar month; review same with the Owner's Representative in conjunction with the Updated Construction Schedule and obtain approval of the Construction Manager Application for Payment. The Construction Manager and Owner's Representative shall agree as to what Work is in place projected to the end of the month, and/or the extent of material located on the Project site and material stored off the Project site, and any modifications required to that month's Construction Manager Application for Payment that must be made prior to the formal submission to the Owner's Representative.

The Construction Manager will prepare a final Construction Manager Application for Payment and submit three (3) originals copies of the request and three (3) originals of the Contractor Payment Progress Report must be submitted to the Owner's Representative according to the schedule shown on the Minnesota Multi-Purpose Stadium Pay App Dates worksheet. **Late or incomplete Construction Manager Applications for Payment will not be accepted and will be held for processing during the following month.** The Owner's Representative reserves the right to reject in whole or in part the Construction Manager Application for Payment. The Owner's Representative will give the Construction Manager written notice of any part of the Construction Manager Application for Payment that has been rejected for payment and the reasons for rejection within ten (10) days of receipt by the Owner's Representative. The Construction Manager Application for Payment must be completed in AIA Document Form G702 and G703 as included as Exhibit 3 of this Section 01 29 00. Before submitting the Construction Manager Application for Payment to the Owner's Representative, the Construction Manager Application for Payment must be signed by a duly authorized agent of the Construction Manager and notarized. The Construction Manager must include with each Application for Payment a Waiver of Lien and Bond Rights form included as Exhibit 3.1 for all previous payments made by the Authority to the Construction Manager, Subcontractors, and their material suppliers, the Construction Manager's, Subcontractor's and their Contractor Payment Progress Report and any necessary back-up data as described below.

The Construction Manager Applications for Payment must be hand delivered to:

HAMMES COMPANY SPORTS DEVELOPMENT, INC.
Attention: Scott Stenman
900 South 5th Street
Minneapolis, MN 55415

The Construction Manager must provide all supporting documentation substantiating the Construction Manager's right to payment as the Authority, Owner's Representative, Construction Monitor and the Architect may require.

The Construction Manager shall also be responsible for entering the Contractor Application for Payment into the PROJECTrac website at the same time the final version is due to the Owner's Representative. This includes entering the current period billing amount based on the approved Schedule of Values, current retainage amount for each line in the Schedule of Values and attaching all supporting documentation. Once entered, the Construction Manager shall launch the appropriate approval workflow.

NOTE: No payment shall be issued to the Construction Manager for materials stored off-site unless supported by proper documentation as required by the Owner's Representative (upon advance notification of such requests only) as described below.

D. STEP 3 REVIEW BY ARCHITECT AND INSPECTING ARCHITECT

The Construction Manager shall include the Architect and Inspecting Architect for their review and certification. The Architect will be responsible for certifying to the Authority that the Work has progressed to the point indicated and that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that the Construction Manager is entitled to the amount certified. The Architect's certification will be required by the tenth (10th) day of the month.

The Construction Manager will be required to participate in Project site observations with the Owner's Representative, Architect and/or Inspecting Architect for the purpose of reviewing the Updated Construction Schedule, Construction Manager Application for Payment and the progress of the Work. The Construction Manager will provide whatever assistance and information are deemed necessary by the Owner's Representative to facilitate the observations by the Architect and Inspecting Architect.

E. STEP 4 MASTER APPLICATION FOR PAYMENT

The Owner's Representative will prepare the Master Application for Payment for submission to the Authority on or before the tenth (10th) day of the month following receipt of the Construction Manager Application for Payment.

F. STEP 5 PAYMENT

The Disbursing Agent will wire or issue a check to the Construction Manager for the approved Construction Manager Application for Payment. All funds will be distributed in the name of the Construction Manager not later than thirty (30) days after the Authority has received the Architect's Certificate of Payment.

G. STEP 6 RETENTION

The Authority will hold retention on the Construction Manager Application for Payment and corresponding Subcontractor Applications for Payment in accordance with the terms and conditions of the Construction Services Agreement and Subcontract, respectively.

The Authority may elect, in the Authority's sole and absolute discretion, to reduce retainage requirements for Construction Manager and Subcontractor payments at stages of completion of the Work. The Construction Manager may elect, with the approval of the Owner's Representative, to reduce retainage requirements for Subcontractor payments at stages of completion of the Work.

The Subcontractors, when requesting a reduction of retention, shall submit to the Construction Manager, a copy of AIA Document G707A, Consent of Surety to Reduction In or Partial Release of Retention and RRF / Form 4012 (Exhibit 6).

Within ninety (90) days after Certificate of Substantial Completion (AIA Document G704) has been issued for all portions of the Subcontractor's work, the Subcontractor

may be paid at the discretion of the Authority, Owner's Representative, Construction Manager and the Architect a sum sufficient to increase total payments to one hundred percent (100%) of Subcontract Amount, or portion thereof, less such retainage as the Authority, Owner's Representative, Construction Manager and the Architect may determine suitable for all incomplete work and unsettled claims.

H. STEP 7 PAYMENT FOR MATERIALS STORED OFF-SITE

The Subcontractor, if intending to use an off-site storage areas or facilities for stored materials, shall provide a written request to the Construction Manager who shall be responsible to get approval from the Owner's Representative and Construction Monitor prior to submitting the first Application for Payment.

Payments will be made for materials properly stored off-site. Properly stored shall mean stored in a secure and insured warehouse with the Authority, Owner's Representative, and Construction Manager being named as the Named Insureds and all such stored material being identified as property of the Authority. The Subcontractor is responsible for all associated off-site storage costs, transportation, insurance, including coverage for stored material while in transit, not covered by the project's Builders Risk insurance. The Authority and the Construction Manager will require verification in writing for all material so stored.

Subcontractors are to provide supporting documentation and certification in the form of invoices, etc., for items stored off the Project Site or stored on the site. Documentation shall include, without limitation, the following:

1. Detailed description of the material that will serve as material description for the billing and as information to file a claim with an insurance company.
2. Provide the individual itemized cost of materials and the total cost value, which shall not exceed the Subcontractor's or material supplier cost. The total cost value shall be supported by the Subcontractor's or material supplier invoices for the stored material.
3. Provide an estimated cost value for those materials that are fabricated by the Subcontractor or material supplier.
4. Provide the location where the material is physically stored. The location will include the warehouse address and storage location within the warehouse, such as bin number, aisle number or other designation. All material shall be segregated and marked.
5. Provide specific insurance coverage which is equal to or exceed the value of the material and names the Authority, Owner's Representative, and Construction Manager as Named Insureds.

When Subcontractor Applications for Payment include products stored off the Project site or stored on the Project site but not incorporated in the Project, for which no previous payment has been requested, a complete description of such product shall be attached to the Subcontractor Application for Payment. Suitable storage, which is off the Project site, shall be accompanied by certificates of insurance, including coverage while in transit

to the Project site, be in a bonded warehouse with the stored products properly tagged and identifiable for the Project. The Construction Manager's written approval shall be obtained before the use of an off-site storage area.

The Subcontractor is responsible for submitting to the Construction Manager a certificate of title listing the Authority's ownership in the off-site stored materials equal to the amount paid effective at the time funds are delivered.

If the size, quantity, and/or type of material or product is such that a bonded warehouse is deemed unsuitable, then, with the Construction Manager and Owner's Representative's approval, the Subcontractor may elect to prepay its Sub-subcontractor or material supplier for certain material and products which are to remain on and be stored on their Sub-subcontractors or material suppliers premises until needed for the Work. In such event, the Subcontractor shall enter into a security agreement with its Sub-subcontractor or material supplier under which the Subcontractor shall be granted a security interest in and to all such material and products fabricated and/or to be supplied by their Sub-subcontractor or material supplier for this Project and stored on their Sub-subcontractor's or material supplier's premises. This Security Agreement shall be a part of the financing statement, which shall be presented to a filing officer for filing pursuant to the Uniform Commercial Code. All expenses incurred in this agreement shall not accrue to the Authority, Owner's Representative, the Construction Manager, Architect, or the Project. A copy of each and every agreement shall be filed with the Construction Manager with the first Application for Payment which request payment for such material or products.

All payment requests for off-site stored materials must be accompanied using the "Payment Request for Stored Materials" and a "Subcontractor Affidavit for Stored Materials" description of the material that will serve as a material description form. Payment requests for stored materials not complying with the following requirements will not be approved. Subcontractors are to notify the Construction Manager in ample time to conduct verification procedures.

1. Stored Materials - Each item must be identified as to manufacturer, model number, and serial number, if applicable or other identifiers should be listed for each item. Each listing must be accompanied by invoices, shipping tickets, consent of surety, and any other applicable supporting documentation.
2. Stored Manufactured Building Materials - Each item must be identified as to type, manufacturer's number or designation, and should also list the number of cartons and the contents therein storage. Each listing must also be accompanied by supporting documents including all invoices, shipping tickets and consent of surety.
3. Stored Fabricated Materials - A listing specifying the number of pieces, items, etc., and marks as may be applicable to the particular type of items. Photographs should accompany the request as supporting documentation.

Subcontractors may not apply the cost of materials stored off-site towards a reduction in the retention amount.

I. STEP 8 LIEN WAIVERS

The Subcontractor's first Application for Payment will be based upon 100 percent (100%) of the value of work installed. The first payment, amounting up to 90 percent (90%) of the Application for Payment, will be made to the Subcontractor without support documentation. Subsequent Subcontractor Applications for Payment must be accompanied by waivers of claims of payment from the Subcontractor, and material suppliers or receipted invoices covering payment to the Subcontractor for previous calendar month period. Waivers of claim for payment must show the amount paid.

A "Waiver of Lien and Bond Rights" form will be printed and distributed with the check to each Subcontractor by the Construction Manager for payment of the previous month's application. The Waiver of Lien is to be signed by an authorized representative of the Subcontractor. Under no circumstances will payment be released until the completed "Waiver of Lien and Bond Rights" has been submitted and signed by the Subcontractor from the previous month. The Subcontractor Waiver of Lien and Bond Rights will only be submitted as approved by the Authority under the Subcontractor Waiver of Lien and Bond Rights form included in Exhibit 3.2 of this Section 01 29 00.

Final payment will not be made until a "Final Release Subcontractor / Material-Men" and Close-Out Form has been submitted. This will also be distributed by the Construction Manager for Subcontractor signature and must be returned by the Subcontractor. The Final Release must be signed by an authorized representative of the Subcontractor and notarized.

- J. **STEP 9 CONTRACTOR PAYMENT PROGRESS REPORT**The appropriate number of original "Contractor Payment Progress Reports" must be completed and signed by the Construction Manager and the Subcontractor and submitted with their respective Applications for Payment. The Contractor Payment Progress Report will only be submitted as approved by the Authority under the Contractor Payment Progress Report form included in Exhibit 3.3 of this Section 01 29 00.

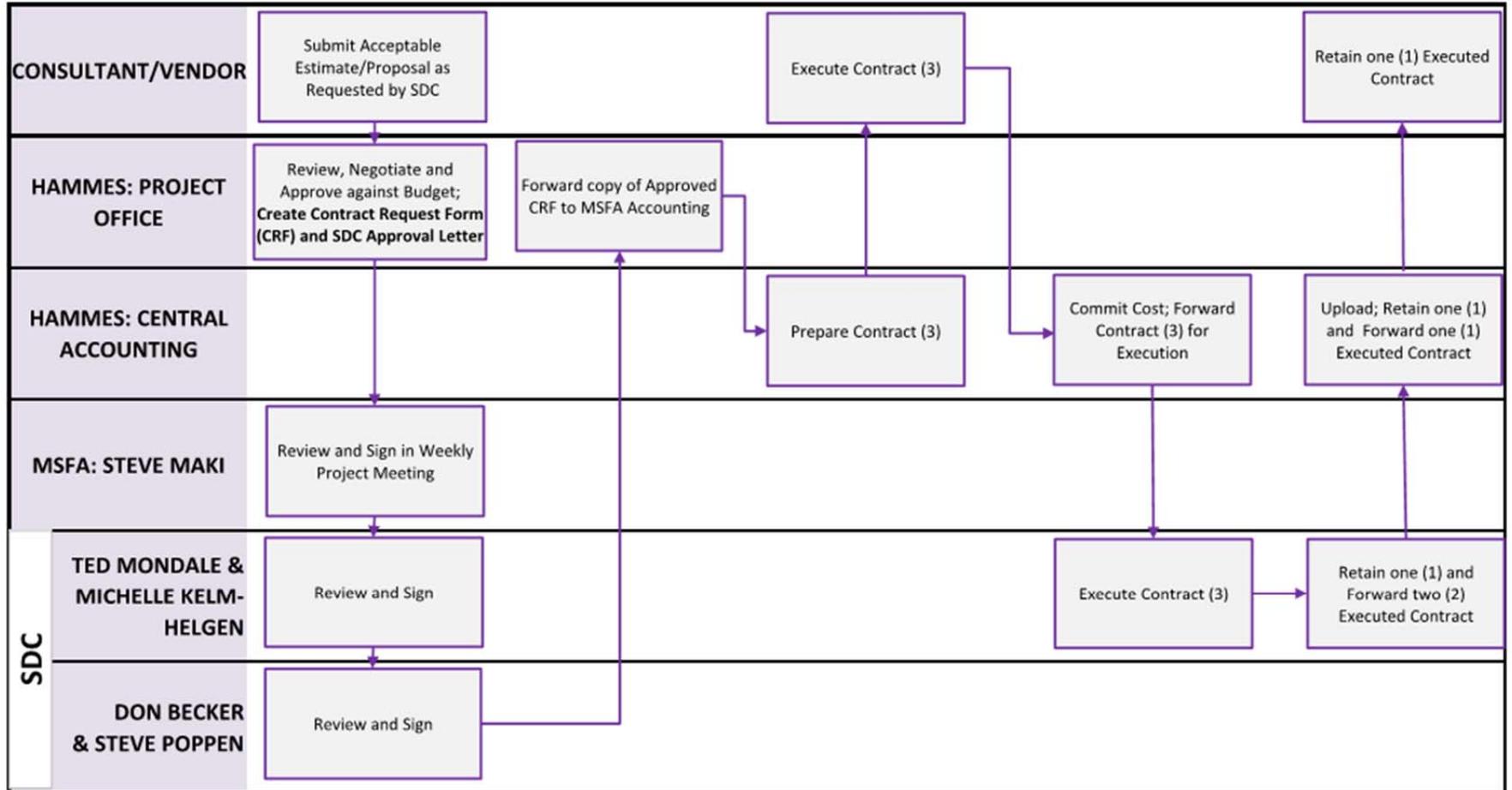
Contractor Payment Progress Reports from Sub-subcontractor's and other supporting documentation may be required with each payment Subcontractor Application for Payment as required by the Construction Manager or Authority.

EXHIBIT 1

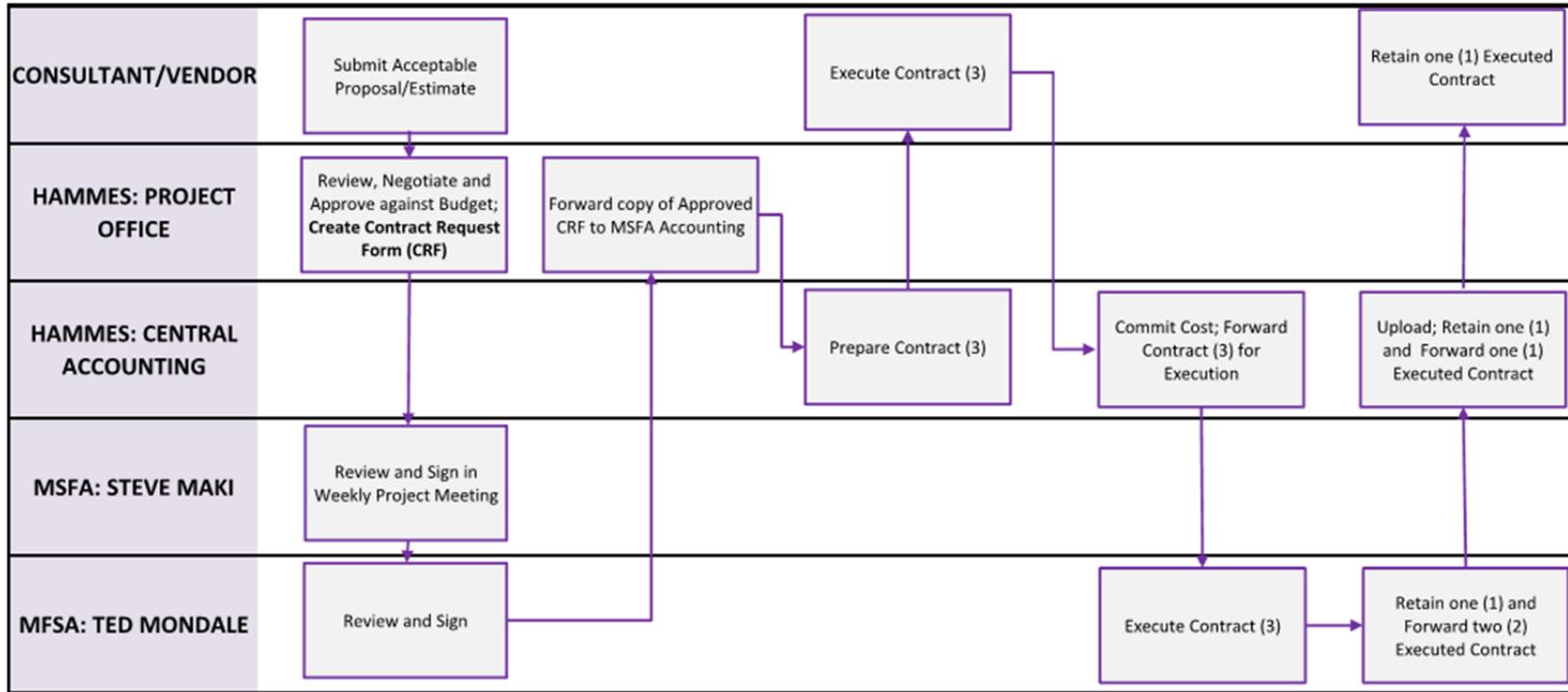
OUTLINE OF CONTRACT ADMINISTRATION PROCEDURES – PROFESSIONAL SERVICES

The following Outline of Contract Administration Procedures – Professional Services (Contracts Managed by Owner’s Representative) is included as Exhibit 1 of this Section 01 29 00 and made a part hereof.

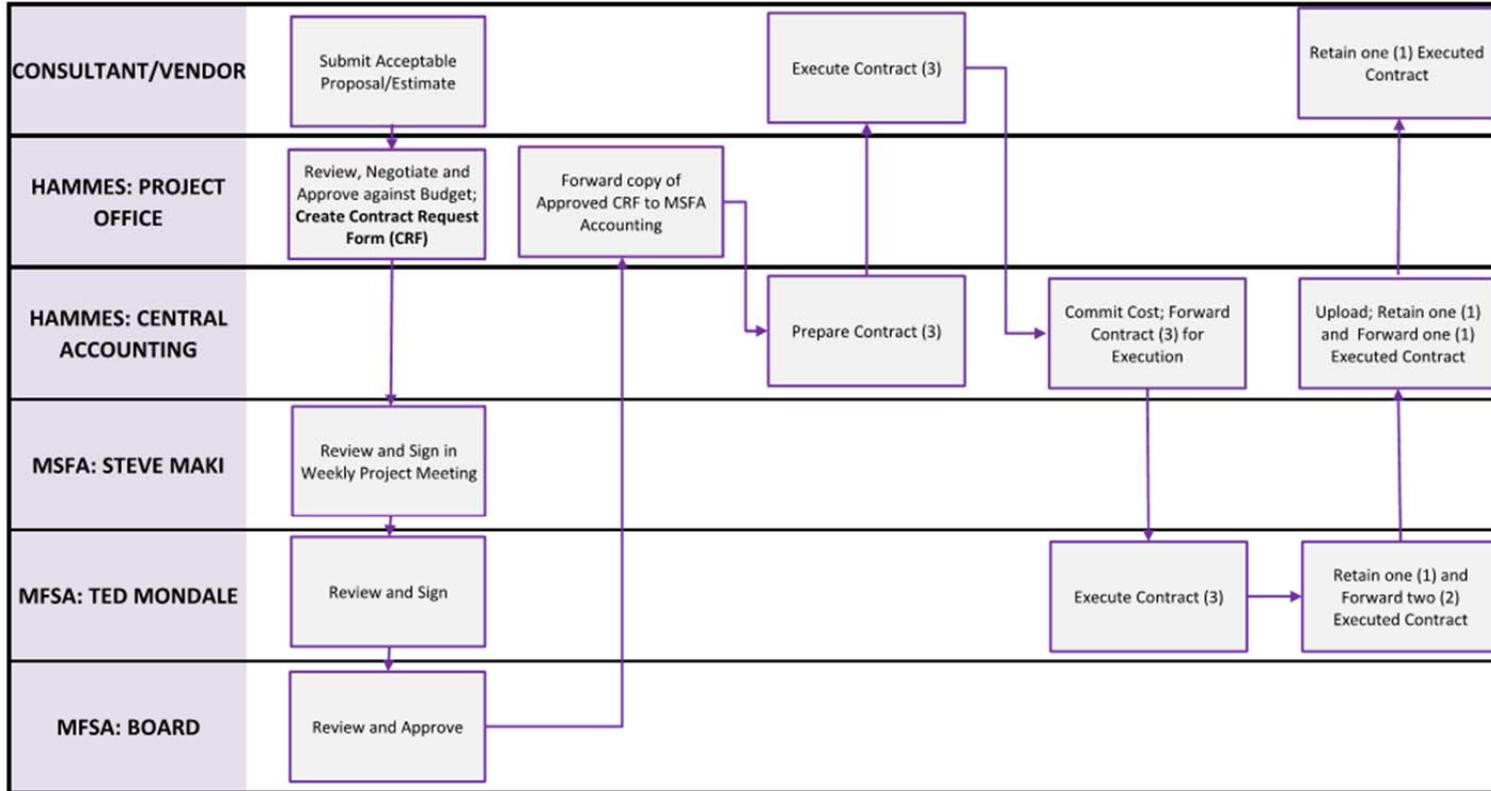
Vendor Technology Contract/Purchase Order: Post-GMP



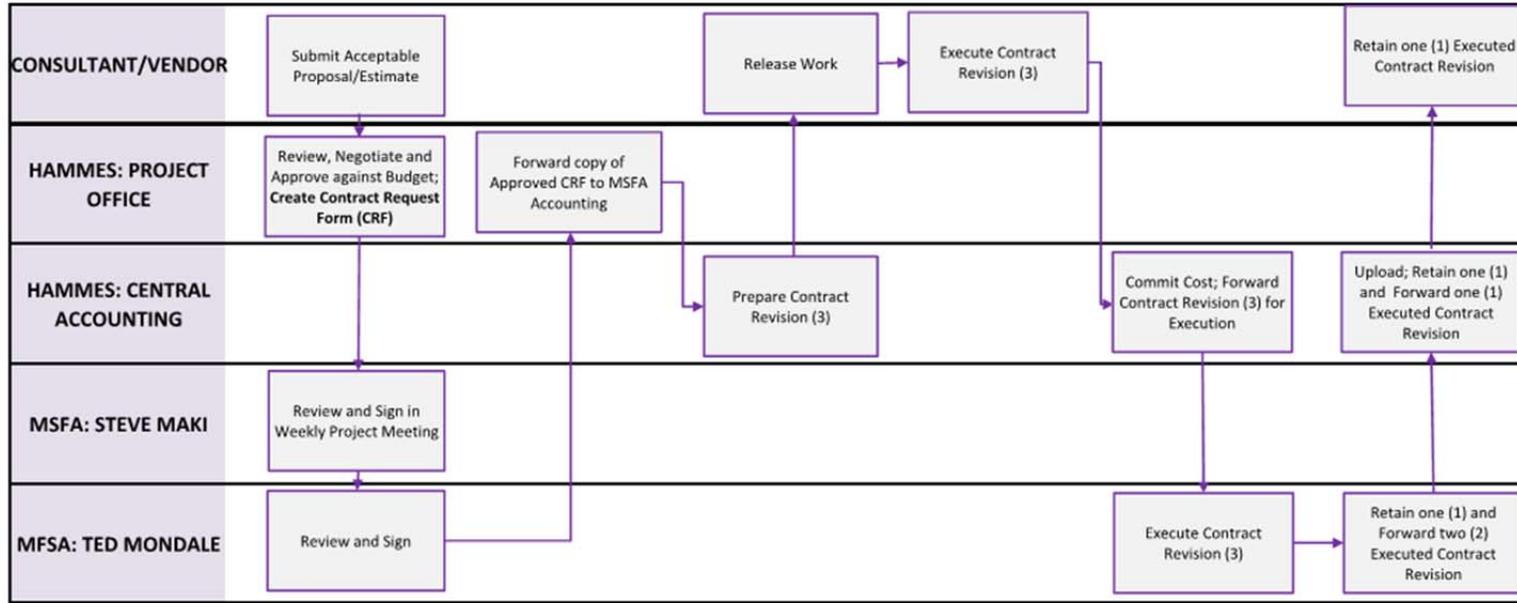
Contract/Purchase Order less than \$250,000: Post-GMP



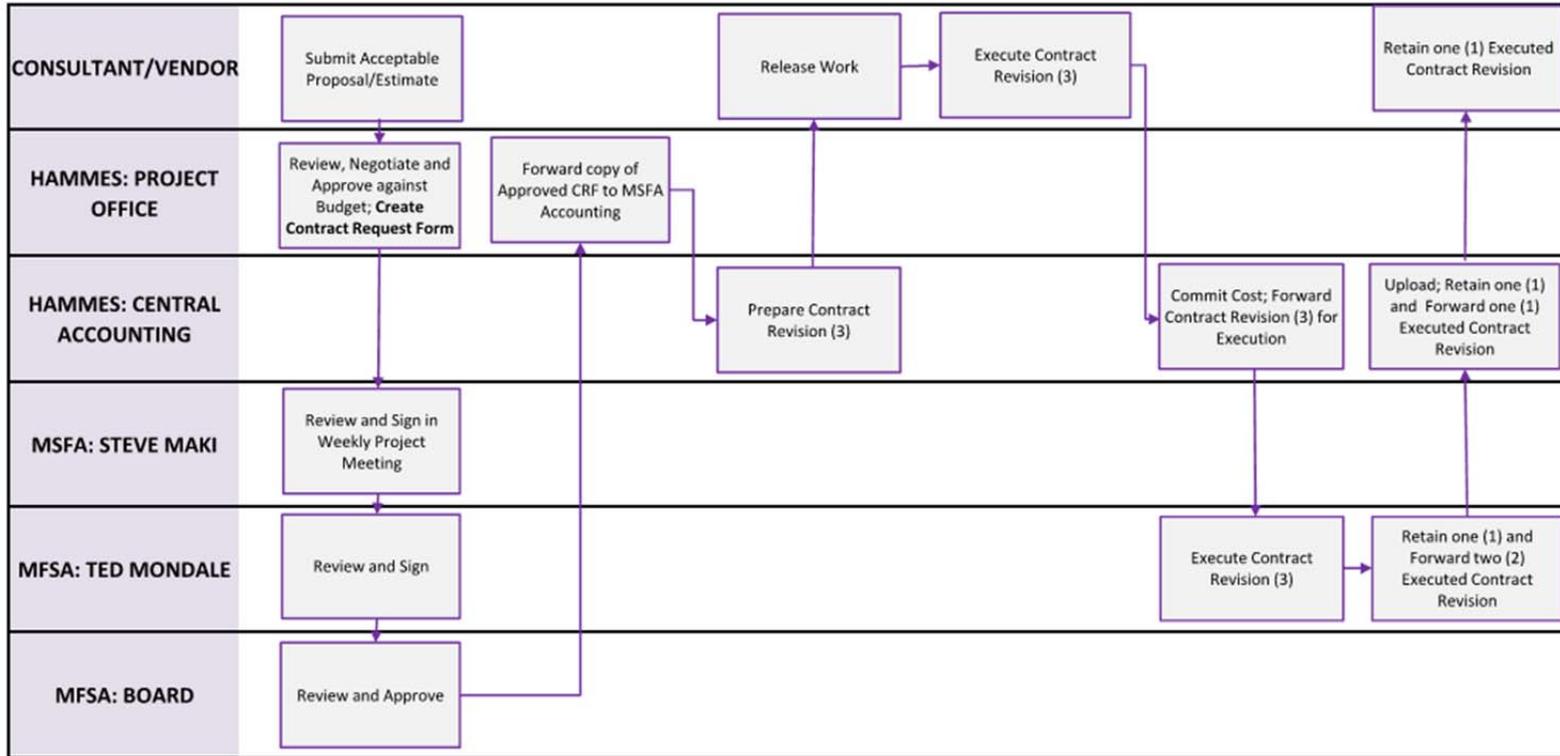
Contract/Purchase Order greater than \$250,000: Post-GMP



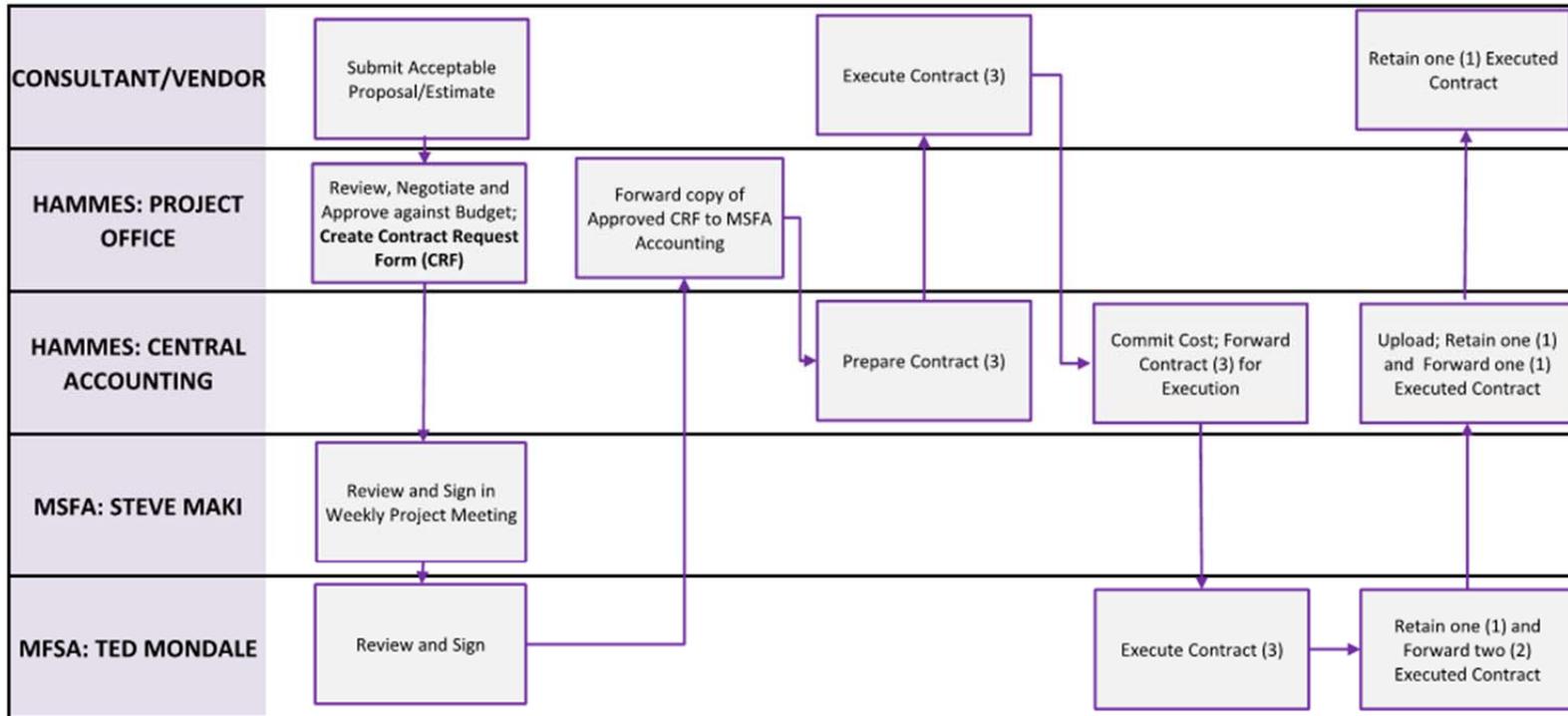
Contract Revision less than \$500,000: Post-GMP



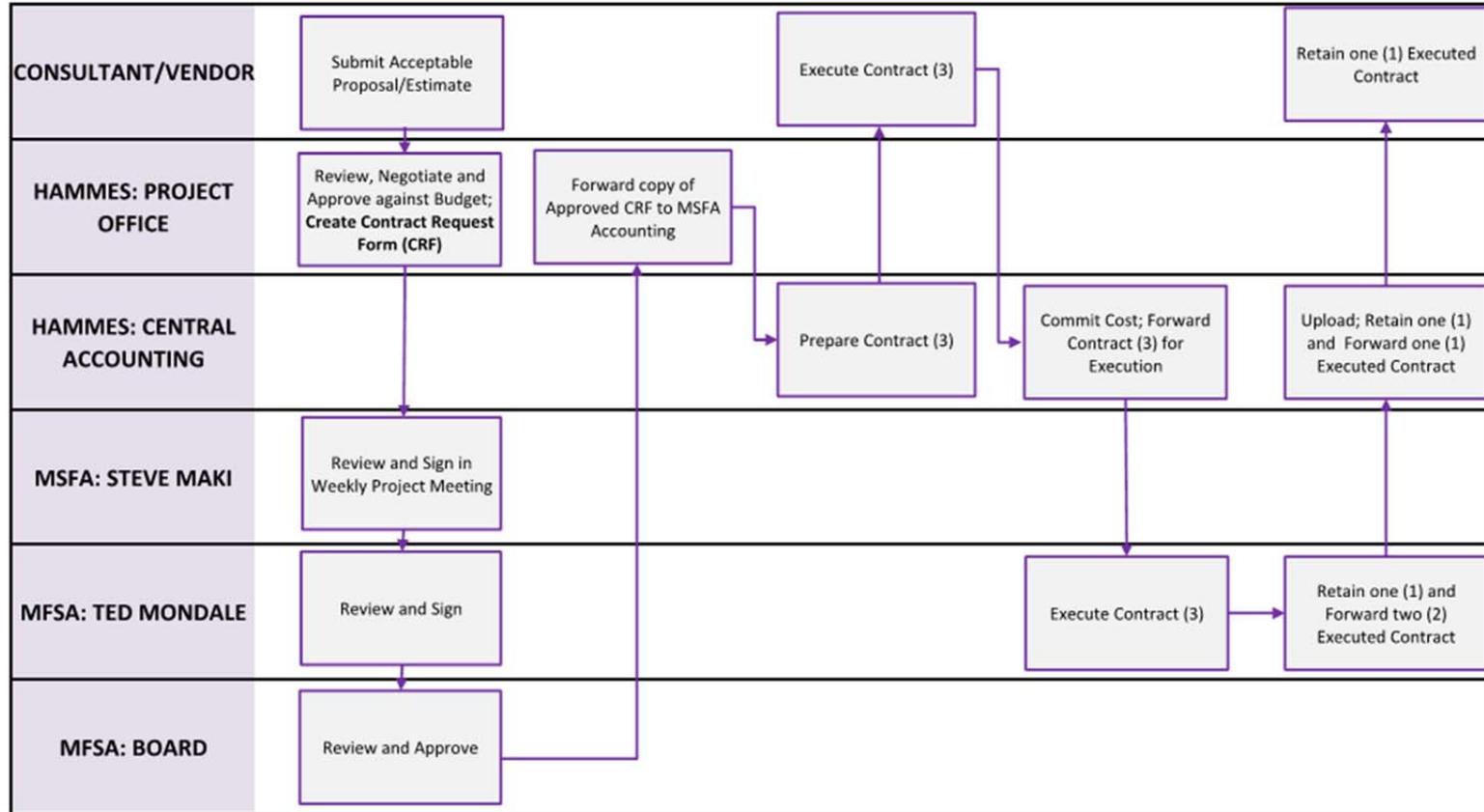
Contract Revision greater than \$500,000: Post-GMP



FF&E Purchase Order less than \$250,000 : Post-GMP



FF&E Purchase Order greater than \$250,000: Post-GMP



Consultant Application for Payment Workflow

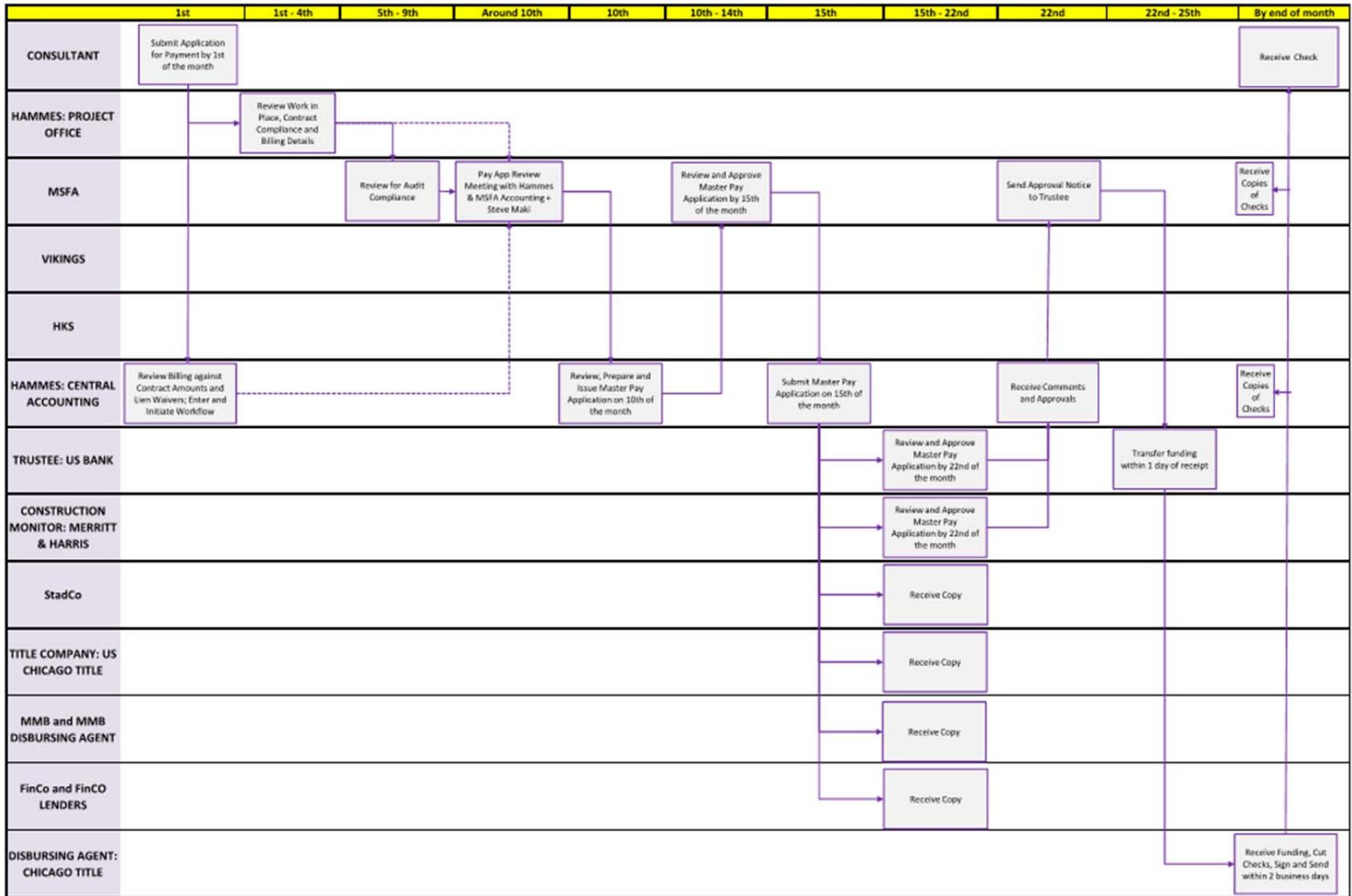
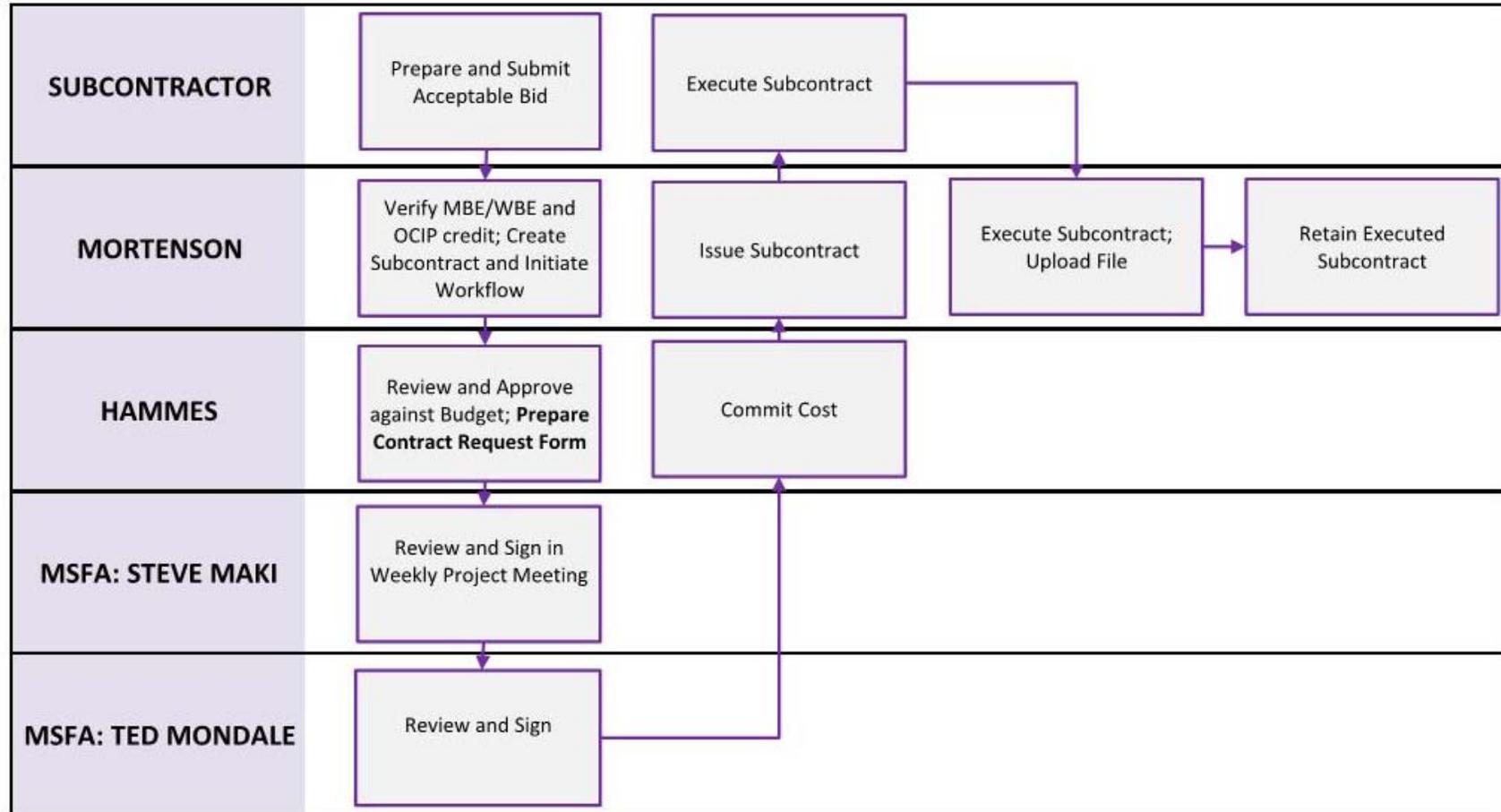


EXHIBIT 2

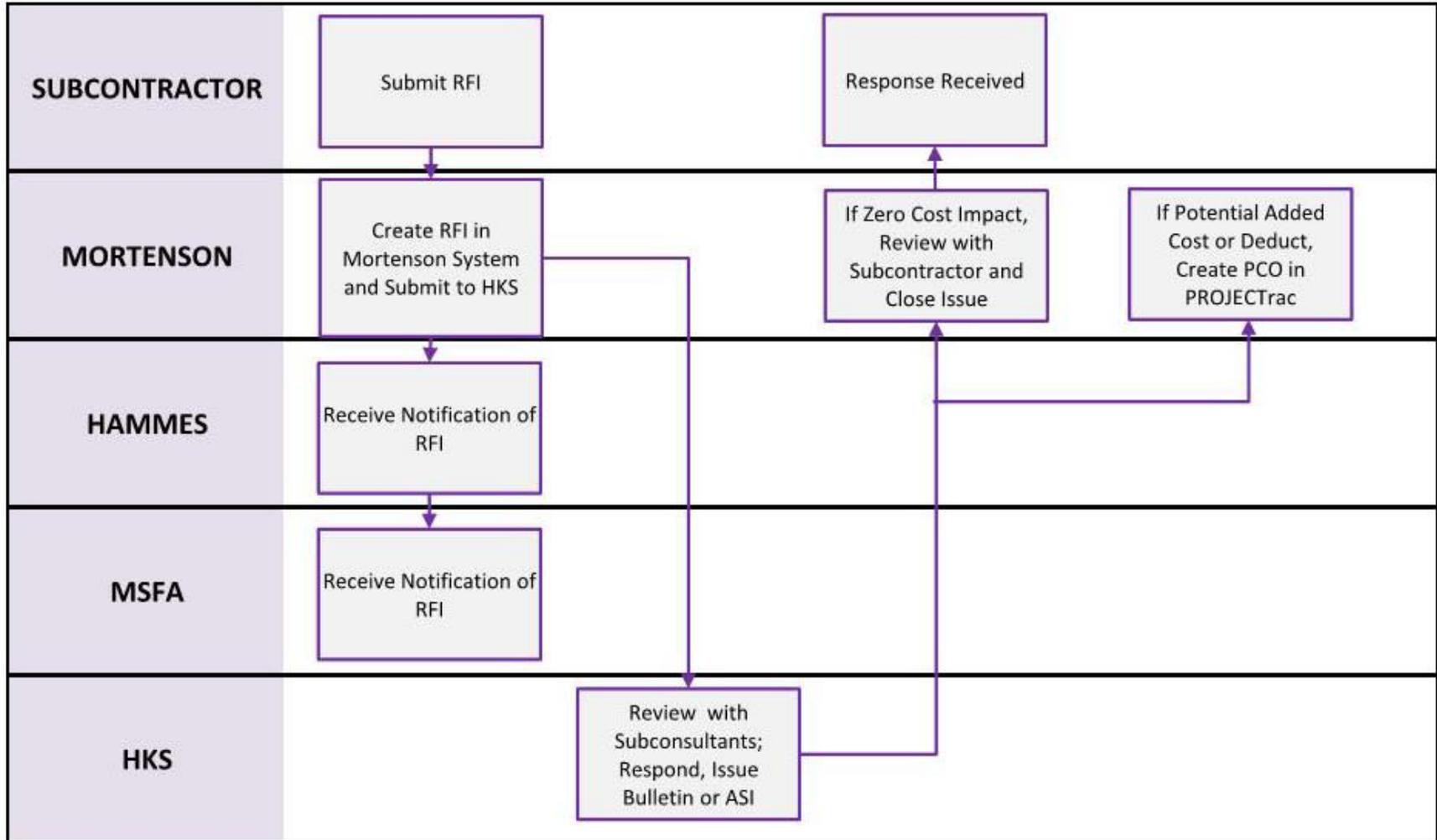
OUTLINE OF CONTRACT ADMINISTRATION PROCEDURES - CONSTRUCTION

The following Outline of Contract Administration Procedures – Construction is included as Exhibit 2 of this Section 01 29 00 and made a part hereof.

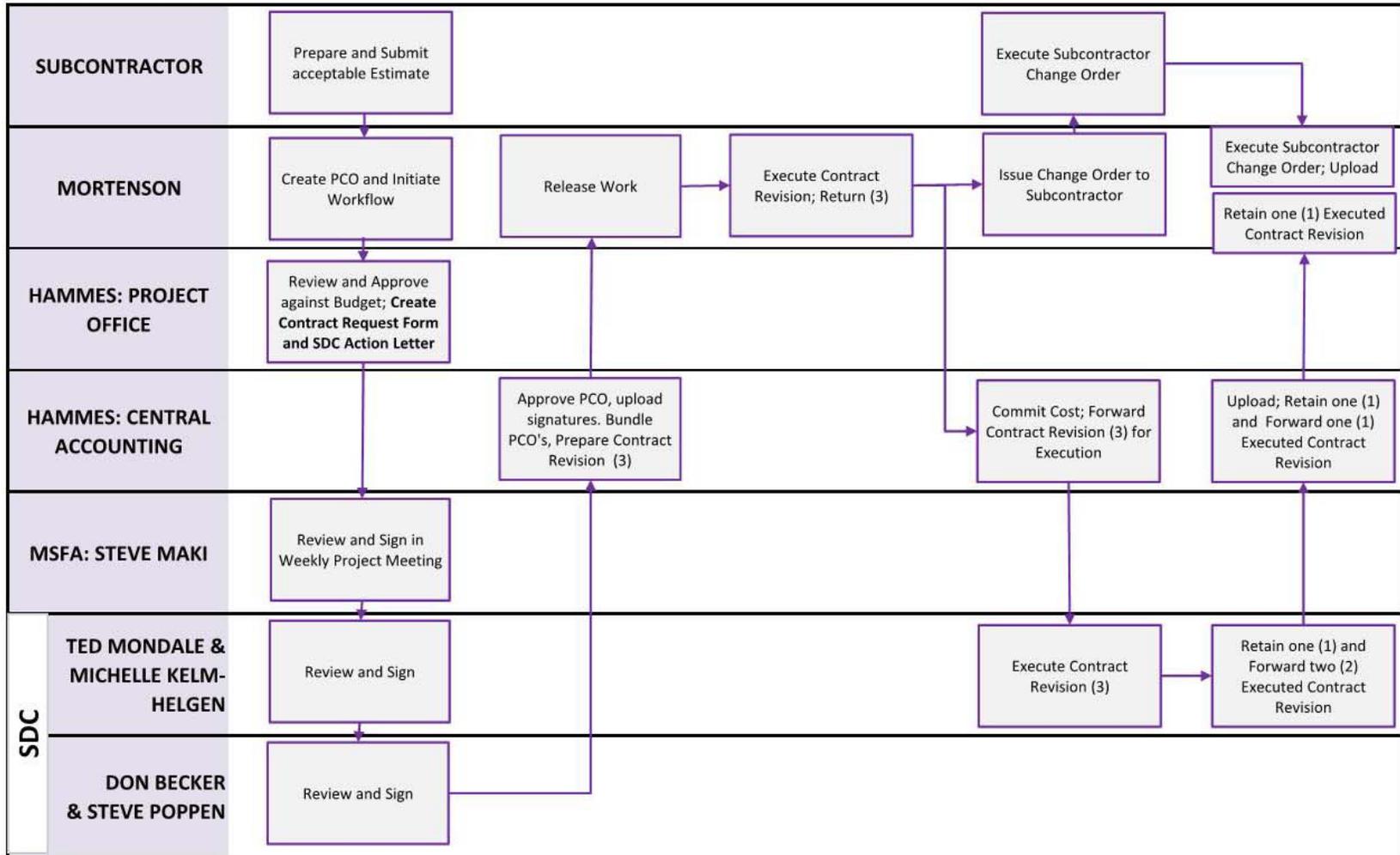
Mortenson Subcontract: Post-GMP



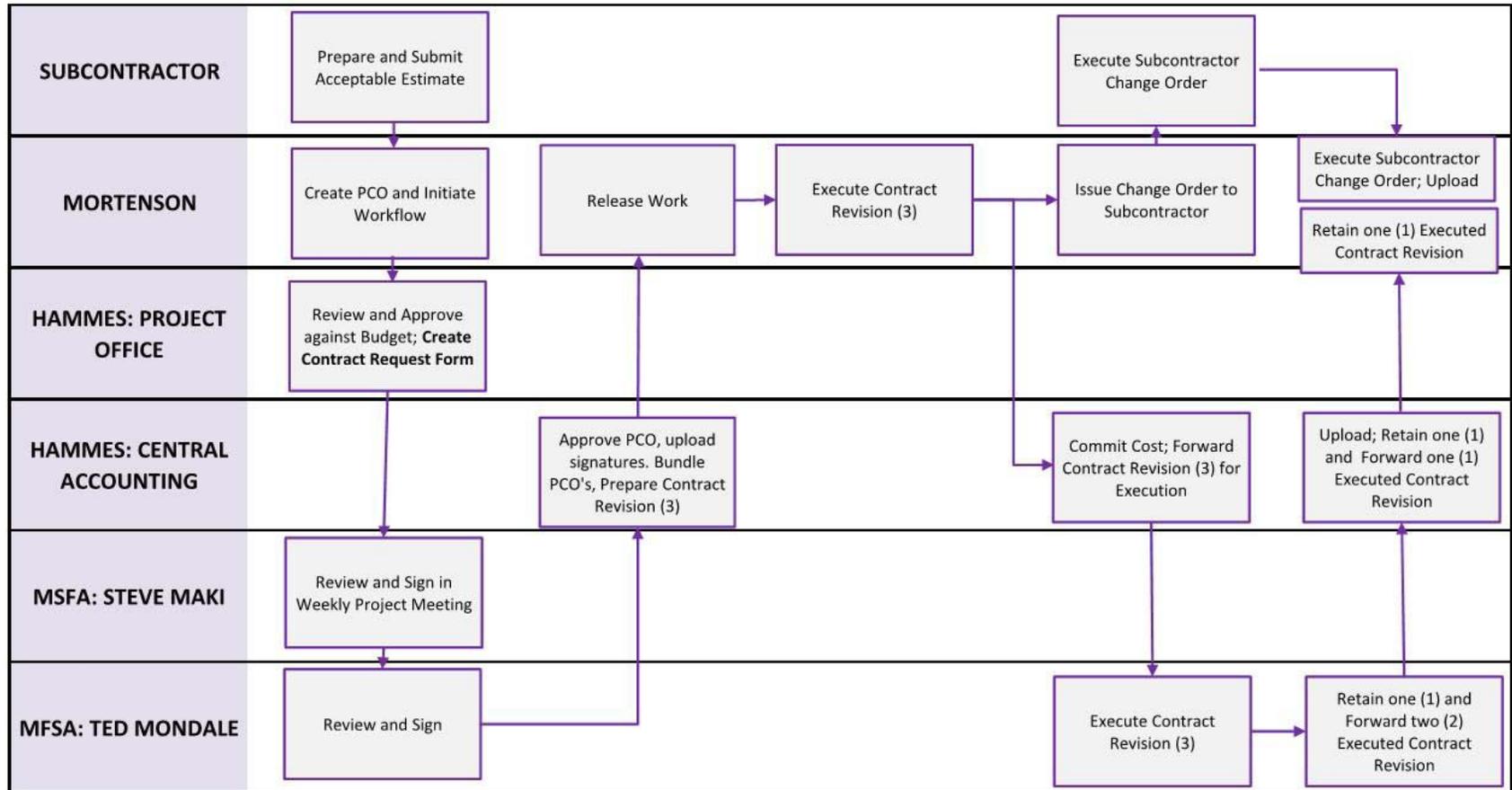
Potential Cost Event / Issue Workflow



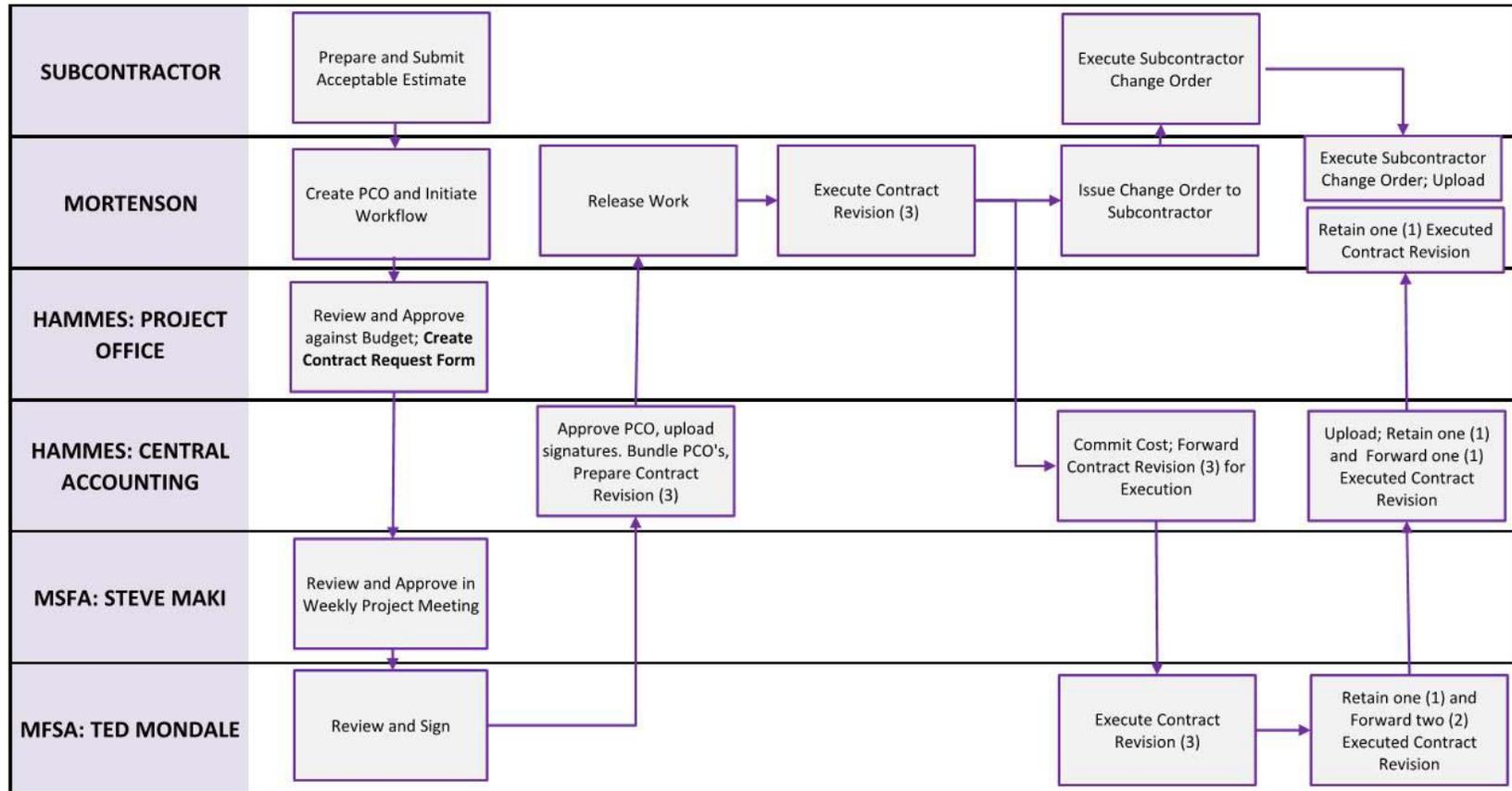
Mortenson PCO that effects Minimum Design Standards, Maximum Amount of Master Budget or Completion Date: Post-GMP



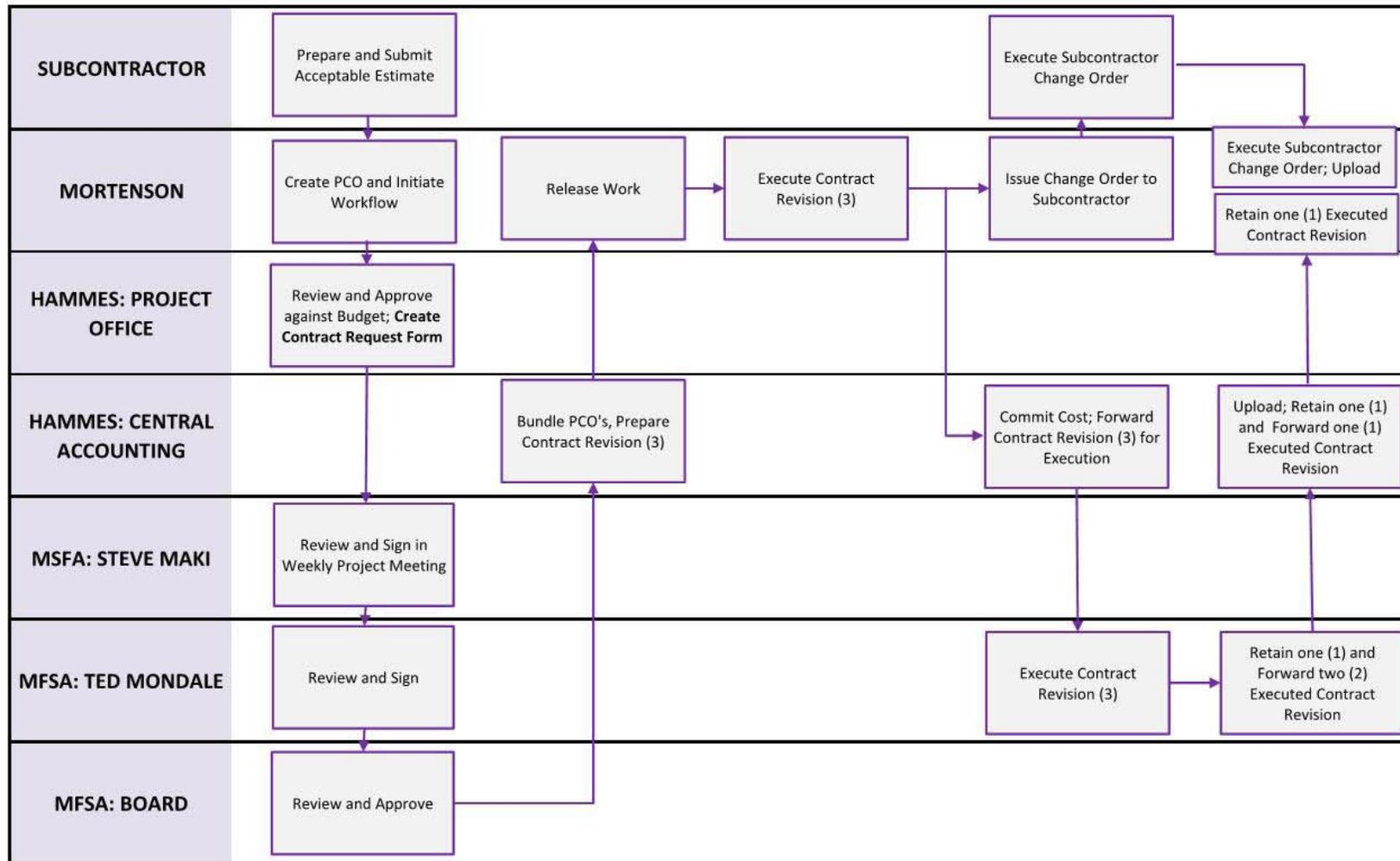
Mortenson PCO that does not affect Minimum Design Standards, Maximum Amount of Master Budget or Completion Date and uses Mortenson Construction Contingency: Post-GMP



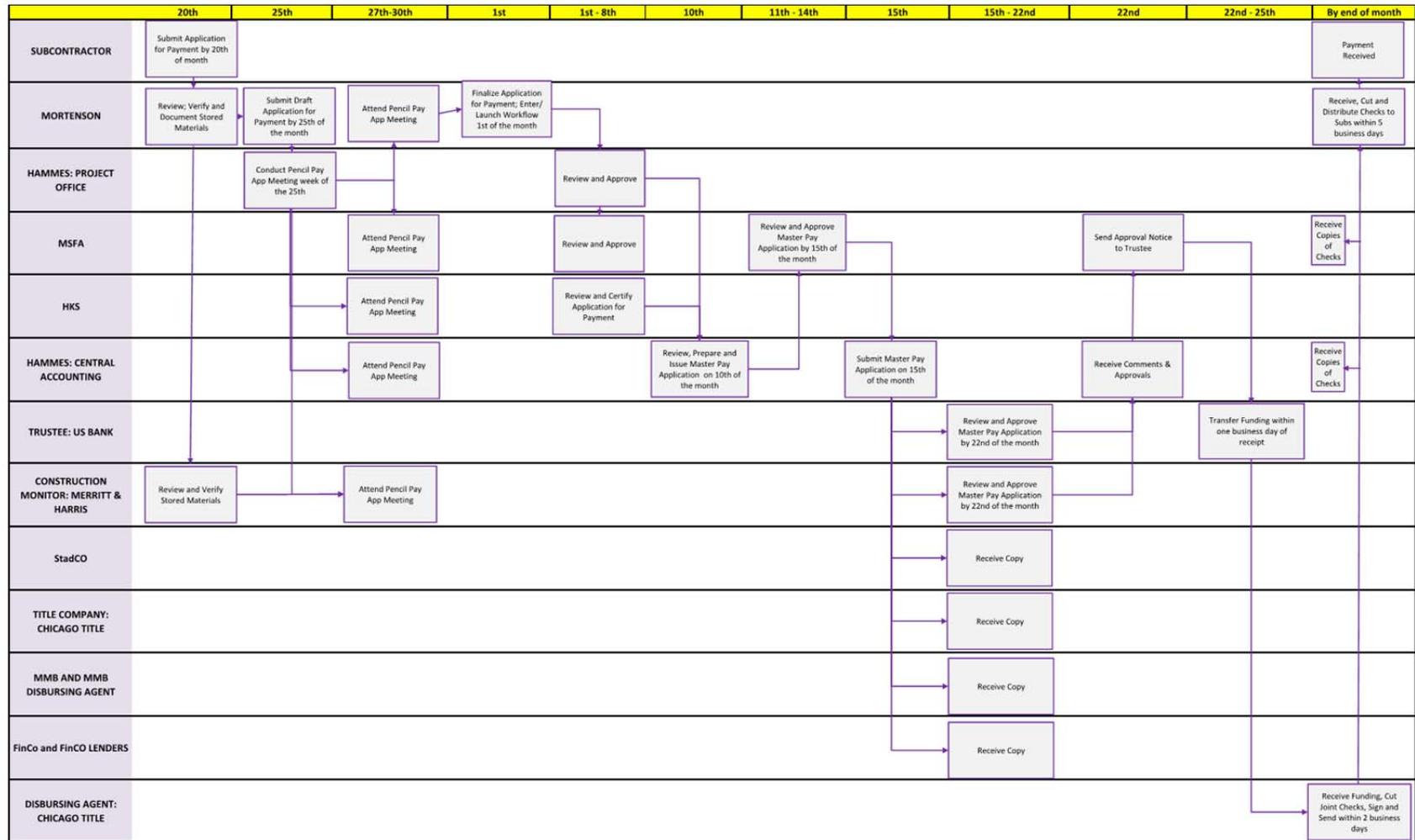
Mortenson PCO that does not affect Minimum Design Standards, Maximum Amount of Master Budget or Completion Date and uses less than \$500,000 Owner's Contingency: Post-GMP



Mortenson PCO that does not affect Minimum Design Standards, Maximum Amount of Master Budget or Completion Date and uses greater than \$500,000 Owner's Contingency: Post-GMP



Mortenson and Subcontractors Application for Payment Workflow



MortPayAppPost

12/04/13 2:35 PM

EXHIBIT 3
PAYMENT FORMS

The following Payment Forms are included as Exhibit 3 of this Section 01 29 00 and made a part hereof.

Job # 13125002 Construction

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

PAGE ONE OF ONE

TO (OWNER):	Minnesota Sports Facility Authority 900 South Fifth Street Minneapolis, MN 55415	PROJECT: Minnesota Multipurpose Stadium	APPLICATION NO:	Distribution to:
			PERIOD FROM:	OWNER
			PERIOD TO:	ARCHITECT
				CONTRACTOR
FROM (CONTRACTOR):	M.A. Mortenson 700 Meadow Lane North Minneapolis, MN 55442	VIA (ARCHITECT): HKS, Inc.	ARCHITECT'S PROJECT NO:	
			CONTRACT DATE:	

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS		\$0	\$0
Net change by Change Orders			\$0

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: M.A. MORTENSON COMPANY

By: _____ Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM..... \$
- 2. Net change by Change Order \$
- 3. CONTRACT SUM TO DATE (Line 1+2)..... \$
- 4. TOTAL COMPLETED & STORED TO DATE..... \$
(Column G on G703)
- 5. RETAINAGE:
 - a. % of Completed Work \$ _____
(Column D + E on G703)
 - b. % of Stored Material \$ _____
(Column F on G703)
 - Total Retainage (Line 5a + 5b or
Total in Column I of G703)..... \$
- 6. TOTAL EARNED LESS RETAINAGE..... \$
(Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)..... \$
- 8. CURRENT PAYMENT DUE..... \$
- 9. BALANCE TO FINISH, PLUS RETAINAGE..... \$
(Line 3 less Line 6)

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702. APPLICATION AND CERTIFICATE FOR PAYMENT. MAY 1983 EDITION. AIA. 1983 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

CONTINUATION SHEET		AIA DOCUMENT G703		Job # 13125002 Construction			Invoice # 128012		PAGE 1		
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.							APPLICATION NO: 7 APPLICATION DATE: PERIOD FROM: 10/01/13 TO: 12/31/13 ARCHITECT'S PROJECT NO:				
Item No.	Description of Work	C1 Scheduled Value	C2 Change Orders	C3 Revised Contract Amount	D Work Completed			G Completed and Stored To Date (D + E + F)	H % (G/C3)	I Balance to Finish (C3-G)	J % Retained
					Previous Applications	This Application Work in Place	Stored Materials				
Preconstruction Services											
010	20-01-005 Preconstruction Fee/GMP Execution	\$ 1,000,000.00		\$ 1,000,000.00	\$ 500,000.00			\$ 500,000.00	50%	\$ 500,000.00	\$ 25,000.00
Construction Services											
050	20-05-000 SC1.1 Long Span Structural Steel	\$ 82,833,155.00		\$ 82,833,155.00				\$ -	0%	\$ 82,833,155.00	\$ -
070	20-07-000 SC1.2 ETFE Roofing System	\$ 9,295,155.00		\$ 9,295,155.00				\$ -	0%	\$ 9,295,155.00	\$ -
150	20-23-000 SC2.1/SC2.2 HVAC and Plumbing	\$ 86,480,866.00		\$ 86,480,866.00				\$ -	0%	\$ 86,480,866.00	\$ -
160	20-26-000 SC2.4 Electrical	\$ 58,520,260.00		\$ 58,520,260.00				\$ -	0%	\$ 58,520,260.00	\$ -
020	20-02-000 SC3.1/SC3.2/SC3.3 Mass Excavation/Earth Retention/Demolition, Structural Excavation, and Site Utilities	\$ 36,693,428.00		\$ 36,693,428.00				\$ -	0%	\$ 36,693,428.00	\$ -
021	20-31-000 SC3.4 Drilled Foundations	\$ 2,699,500.00		\$ 2,699,500.00				\$ -	0%	\$ 2,699,500.00	\$ -
031	20-03-000 SC3.5 Structural Concrete	\$ 113,157,602.00		\$ 113,157,602.00				\$ -	0%	\$ 113,157,602.00	\$ -
030	20-03-000 SC3.6 Precast Stadia	\$ 19,642,150.00		\$ 19,642,150.00				\$ -	0%	\$ 19,642,150.00	\$ -
140	20-14-000 SC3.7/SC3.8 Elevators and Escalators	\$ 8,621,629.00		\$ 8,621,629.00				\$ -	0%	\$ 8,621,629.00	\$ -
051	20-05-000 SC3.9 Non-Long Span Structural Steel	\$ 30,716,180.00		\$ 30,716,180.00				\$ -	0%	\$ 30,716,180.00	\$ -
080	20-08-000 SC3.10 Exterior Curtainwall and Glazing	\$ 16,719,762.00		\$ 16,719,762.00				\$ -	0%	\$ 16,719,762.00	\$ -
081	20-08-000 SC3.11 Operable Wall Mechanization	\$ 6,633,784.00		\$ 6,633,784.00				\$ -	0%	\$ 6,633,784.00	\$ -
070	20-07-000 SC3.12 Roofing	\$ 3,518,742.00		\$ 3,518,742.00				\$ -	0%	\$ 3,518,742.00	\$ -
072	20-07-000 SC3.13/SC3.14 Metal Panels/Exterior Studs	\$ 27,984,295.00		\$ 27,984,295.00				\$ -	0%	\$ 27,984,295.00	\$ -
073	20-07-000 SC3.15 Waterproofing and Dampproofing	\$ 3,289,705.00		\$ 3,289,705.00				\$ -	0%	\$ 3,289,705.00	\$ -
074	20-07-000 SC3.16 Fireproofing	\$ 3,240,716.00		\$ 3,240,716.00				\$ -	0%	\$ 3,240,716.00	\$ -
052	20-05-000 SC3.17 Stairs and Railings	\$ 5,088,699.00		\$ 5,088,699.00				\$ -	0%	\$ 5,088,699.00	\$ -
053	20-05-000 SC3.18 Stadium Railings	\$ 10,595,894.00		\$ 10,595,894.00				\$ -	0%	\$ 10,595,894.00	\$ -
054	20-05-000 SC3.19 Miscellaneous Metals (Partial)	\$ 2,979,078.00		\$ 2,979,078.00				\$ -	0%	\$ 2,979,078.00	\$ -
055	20-05-000 SC3.20 Expansion Control	\$ 1,187,000.00		\$ 1,187,000.00				\$ -	0%	\$ 1,187,000.00	\$ -
120	20-12-005 SC3.21 Fixed Seating	\$ 8,500,000.00		\$ 8,500,000.00				\$ -	0%	\$ 8,500,000.00	\$ -
121	20-12-005 SC3.22 Retractable Seating Systems	\$ 7,256,000.00		\$ 7,256,000.00				\$ -	0%	\$ 7,256,000.00	\$ -
	SC3.23 Hydrotherapy Tubs			\$ -				\$ -	0%	\$ -	\$ -
161	20-27-000 SC3.24a Technology - Telecom	\$ 6,140,580.00		\$ 6,140,580.00				\$ -	0%	\$ 6,140,580.00	\$ -
162	20-27-000 SC3.24b Technology - Broadcast/Audio	\$ 14,221,980.00		\$ 14,221,980.00				\$ -	0%	\$ 14,221,980.00	\$ -
163	20-27-000 SC3.24c Technology - Security	\$ 2,835,154.00		\$ 2,835,154.00				\$ -	0%	\$ 2,835,154.00	\$ -
151	20-21-000 SC3.25 Fire Protection	\$ 5,480,447.00		\$ 5,480,447.00				\$ -	0%	\$ 5,480,447.00	\$ -
090	20-09-000 SC4.1 Interior Studs and Drywall	\$ 20,188,350.00		\$ 20,188,350.00				\$ -	0%	\$ 20,188,350.00	\$ -
040	20-04-000 SC4.2 Masonry, Stone, and Brick	\$ 11,053,384.00		\$ 11,053,384.00				\$ -	0%	\$ 11,053,384.00	\$ -
082	20-08-000 SC4.3 Interior Glazing	\$ 4,138,406.00		\$ 4,138,406.00				\$ -	0%	\$ 4,138,406.00	\$ -
060	20-06-000 SC4.4 Carpentry	\$ 8,856,472.00		\$ 8,856,472.00				\$ -	0%	\$ 8,856,472.00	\$ -
061	20-06-000 SC4.5 Millwork/Casework	\$ 8,220,268.00		\$ 8,220,268.00				\$ -	0%	\$ 8,220,268.00	\$ -

CONTINUATION SHEET		AIA DOCUMENT G703			Job # 13125002 Construction			Invoice # 128012		PAGE 2			
AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.							APPLICATION NO: 7 APPLICATION DATE: 10/01/13 PERIOD FROM: 12/31/13 TO: ARCHITECT'S PROJECT NO:						
A Item No.	B Description of Work	C1 Scheduled Value	C2 Change Orders	C3 Revised Contract Amount	D		E		F Stored Materials	G Completed and Stored To Date (D + E + F)	H % (G/C3)	I Balance to Finish (C3-G)	J % Retained
					Previous Applications	Work Completed This Application Work in Place							
056	20-05-000 SC4.6 Miscellaneous Metals (Partial)	\$ 4,364,357.00		\$ 4,364,357.00						\$ -	0%	\$ 4,364,357.00	\$ -
110	20-11-000 SC4.7 Audio-Visual Equipment	\$ 1,879,106.00		\$ 1,879,106.00						\$ -	0%	\$ 1,879,106.00	\$ -
091	20-09-000 SC4.8 Tile	\$ 3,655,492.00		\$ 3,655,492.00						\$ -	0%	\$ 3,655,492.00	\$ -
032	20-03-000 SC4.9 Concrete Sealer	\$ 609,647.00		\$ 609,647.00						\$ -	0%	\$ 609,647.00	\$ -
092	20-09-000 SC4.10 Floor Coatings	\$ 1,692,507.00		\$ 1,692,507.00						\$ -	0%	\$ 1,692,507.00	\$ -
093	20-09-000 SC4.11 Carpeting/Resilient Flooring/Wood	\$ 1,251,098.00		\$ 1,251,098.00						\$ -	0%	\$ 1,251,098.00	\$ -
094	20-09-000 SC4.12 Acoustical Ceilings and Walls	\$ 2,887,012.00		\$ 2,887,012.00						\$ -	0%	\$ 2,887,012.00	\$ -
095	20-09-000 SC4.13 Wall Finishes/Painting	\$ 3,793,679.00		\$ 3,793,679.00						\$ -	0%	\$ 3,793,679.00	\$ -
111	20-11-000 SC4.14 Turf	\$ 898,783.00		\$ 898,783.00						\$ -	0%	\$ 898,783.00	\$ -
022	20-32-000 SC4.15 Landscaping/Irrigation	\$ 1,285,766.00		\$ 1,285,766.00						\$ -	0%	\$ 1,285,766.00	\$ -
023	20-32-000 SC4.16 Site Furnishings	\$ 379,350.00		\$ 379,350.00						\$ -	0%	\$ 379,350.00	\$ -
	SC4.17 Safety Tiebacks			\$ -						\$ -		\$ -	\$ -
100	20-10-000 SC4.18 Signage (Exterior and Interior)	\$ 4,000,000.00		\$ 4,000,000.00						\$ -	0%	\$ 4,000,000.00	\$ -
083	20-08-000 SC4.19 Overhead Doors	\$ 1,095,848.00		\$ 1,095,848.00						\$ -	0%	\$ 1,095,848.00	\$ -
024	20-32-000 SC4.20 Bituminous Pavement	\$ 737,631.00		\$ 737,631.00						\$ -	0%	\$ 737,631.00	\$ -
033	20-03-000 SC4.21 Site Concrete	\$ 5,633,200.00		\$ 5,633,200.00						\$ -	0%	\$ 5,633,200.00	\$ -
	SC4.22 Vomitory/Arena Curtains In FF&E			\$ -						\$ -		\$ -	\$ -
025	20-32-000 SC4.23 Fences and Gates	\$ 365,500.00		\$ 365,500.00						\$ -	0%	\$ 365,500.00	\$ -
075	20-07-000 SC4.24 Interior Sealants and Fire Safing	\$ 695,347.00		\$ 695,347.00						\$ -	0%	\$ 695,347.00	\$ -
076	20-07-000 SC4.25 Interior Metal Panels	\$ 1,857,317.00		\$ 1,857,317.00						\$ -	0%	\$ 1,857,317.00	\$ -
122	20-09-000 SC4.26 Bowl Acoustical Treatment	\$ 3,012,025.00		\$ 3,012,025.00						\$ -	0%	\$ 3,012,025.00	\$ -
025	20-31-000 SC4.29 Earthwork for Site Structures/Finish	\$ 1,840,109.00		\$ 1,840,109.00						\$ -	0%	\$ 1,840,109.00	\$ -
062	20-06-101 SC5.1 Yaw Sales Center Phase II	\$ 659,018.00		\$ 659,018.00						\$ -	0%	\$ 659,018.00	\$ -
152	20-23-101 SC5.2 Mag Sales Center Phase II	\$ 155,232.00		\$ 155,232.00						\$ -	0%	\$ 155,232.00	\$ -
164	20-26-101 SC5.3 Elliot Sales Center Phase II	\$ 594,800.00		\$ 594,800.00						\$ -	0%	\$ 594,800.00	\$ -
026	20-31-000 Xcel Utility Relocation	\$ 323,344.00		\$ 323,344.00	\$ 287,000.00					\$ 287,000.00	89%	\$ 36,344.00	\$ 14,350.00
011	20-01-005 Trade Services	\$ 8,540,565.00		\$ 8,540,565.00						\$ -	0%	\$ 8,540,565.00	\$ -
012	20-01-005 General Requirements	\$ 33,050,781.00		\$ 33,050,781.00	\$ 33,745.00					\$ 33,745.00	0%	\$ 33,017,036.00	\$ 1,687.25
012	20-01-005 After Hours/Noise Permits/SWPPP Permits	\$ 110,700.00		\$ 110,700.00						\$ -	0%	\$ 110,700.00	\$ -
013	20-01-005 Building Permit Fees	\$ 6,360,210.00		\$ 6,360,210.00						\$ -	0%	\$ 6,360,210.00	\$ -
014	20-01-005 Temporary Lane Closure Permits	\$ 1,100,000.00		\$ 1,100,000.00						\$ -	0%	\$ 1,100,000.00	\$ -
999	20-01-005 Construction Manager's Fee	\$ 12,500,000.00		\$ 12,500,000.00						\$ -	0%	\$ 12,500,000.00	\$ -
998	20-85-000 Performance and Payment Bond	\$ 6,261,480.00		\$ 6,261,480.00						\$ -	0%	\$ 6,261,480.00	\$ -
998	20-90-000 Construction Manager's Liability Insurances	\$ 983,430.00		\$ 983,430.00	\$ 2,008.00					\$ 2,008.00	0%	\$ 981,422.00	\$ 100.40
998	20-01-005 CM Worker's Compensation Insurance	\$ 23,539.00		\$ 23,539.00						\$ -	0%	\$ 23,539.00	\$ -
015	20-01-005 SAC/WAC Fee Allowance	\$ 500,000.00		\$ 500,000.00						\$ -	0%	\$ 500,000.00	\$ -
994	20-99-000 Contingency	\$ 22,056,362.00		\$ 22,056,362.00						\$ -	0%	\$ 22,056,362.00	\$ -
				\$ -									
	TOTALS	\$ 762,941,876.00	\$ -	\$ 762,941,876.00	\$ 822,753.00	\$ -	\$ -	\$ 822,753.00	0%	\$ 762,119,123.00	\$ 41,137.65		



Application and Certificate for Payment

This application must be submitted in duplicate to Mortenson no later than the 20th day of each month in order to receive payment as otherwise provided in the Agreement. Application should be sent to: M. A. Mortenson Company, 700 Meadow Lane North, Minneapolis, MN 55422, Attn: Kevin Dalager

From: _____ Payment Request Number: _____ Application Period: From: _____, 2013 To: _____, 201____	Project Name: <u>MINNESOTA MULTI PURPOSE STADIUM</u> Mortenson Project Number: <u>13125002</u>
--	---

1. Original Subcontract Price.....	\$	_____
2. Executed Change Orders through C.O. No. _____.....	\$	_____
3. Adjusted Subcontract Price.....	\$	_____
4. Value of Work performed to date(as supported by attached detailed invoices or schedule of values).....	\$	_____
5. Less retainage (5% of line 4, unless as otherwise provided in the Agreement).....	\$ (_____)	_____
6. Less amounts previously paid.....	\$ (_____)	_____
7. Amount due this application for payment (4-5-6).....	\$	_____

Certificate of Subcontractor
 I hereby certify that the Work performed and the labor and material provided to date, as shown herein, represents the actual value of such Work, labor and materials under the terms of the Agreement (and all executed changes thereto) between the undersigned and M. A. Mortenson Company relating to the referenced Project.

I further certify that no Work has been performed or labor or material provided under any contract or agreement, oral or written or any other arrangement of any type whatsoever, other than the above Agreement and duly authorized and executed change orders as set forth in Item 2 above, and the undersigned does hereby release M. A. Mortenson Company and its sureties, if any, from any claim or liability therefore for the period covered by this application.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received by Subcontractor (1) to all my subcontractors and sub-subcontractors and material suppliers, and (2) for all materials and labor used in or in connection with the performance of the Agreement. I further certify I have complied with federal, state, and local tax laws, including social security laws and unemployment compensation laws and workers compensation laws insofar as applicable to the performance of the Agreement.

Partial Waiver of Lien

NOW THEREFORE, in receipt of the payment of the amount due on this application (Item 7 above) the undersigned does hereby irrevocably release and waive any and all mechanic's liens or other liens against the above real estate or any part thereof for any of the Work performed and labor and materials provided in connection with the Project, reserving, however, all lien rights for Work performed or labor and materials provided after said date.

_____ Subcontractor BY: _____ Authorized Signature _____ Printed Name	For Mortenson Use Only <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%; border-bottom: 1px solid black;">Vendor #</td> <td style="width:33%; border-bottom: 1px solid black;">Journal Date</td> </tr> <tr> <td style="text-align: center;">13125002</td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Job #</td> <td style="border-bottom: 1px solid black;">Sub Job</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Pay Item</td> <td style="border-bottom: 1px solid black;">Cost Code</td> </tr> <tr> <td style="text-align: center;">5%</td> <td style="border-bottom: 1px solid black;">Cost Type</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Retainage</td> <td style="border-bottom: 1px solid black;">Discount</td> </tr> <tr> <td style="border-bottom: 1px solid black;">G/L #</td> <td style="border-bottom: 1px solid black;">Approval</td> </tr> </table>	Vendor #	Journal Date	13125002		Job #	Sub Job	Pay Item	Cost Code	5%	Cost Type	Retainage	Discount	G/L #	Approval
Vendor #	Journal Date														
13125002															
Job #	Sub Job														
Pay Item	Cost Code														
5%	Cost Type														
Retainage	Discount														
G/L #	Approval														

Subcontract Application for Payment 10-04

Hammes Company

CONSULTANT APPLICATION FOR PAYMENT (Form 4023)

From (Consultant): [INSERT] To (Owner): [INSERT] Hammes Company Sports Development, Inc. 22 East Mifflin Street Suite 800 Madison, WI 53703 Attention: Accounts Payable	Application No: Contract No: [INSERT] Period From: Period To: Hammes Project No: [INSERT] Project Name: [INSERT]	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">FOR OFFICE USE</td> <td>Amt _____</td> </tr> <tr> <td>Entered _____</td> <td>Ret _____</td> </tr> <tr> <td>Date _____</td> <td>Ded _____</td> </tr> <tr> <td>Appl No _____</td> <td>Net _____</td> </tr> <tr> <td></td> <td>Approval _____</td> </tr> <tr> <td></td> <td>Date: _____</td> </tr> </table>	FOR OFFICE USE	Amt _____	Entered _____	Ret _____	Date _____	Ded _____	Appl No _____	Net _____		Approval _____		Date: _____
FOR OFFICE USE	Amt _____													
Entered _____	Ret _____													
Date _____	Ded _____													
Appl No _____	Net _____													
	Approval _____													
	Date: _____													

CERTIFICATE OF CONSULTANT:

The undersigned Consultant certifies that to the best of Consultant's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Consultant for Work for which previous Applications for Payment were issued and payments received from the Owner, and that current payment shown herein is now due and, further, that Consultant has no basis in events occurring before the date of this Application for Payment for claims for additions to the Contract Amount except for such claims with respect to which Consultant has previously given written notice to Owner and which have been approved by Owner as a Contract Revision. Further, Consultant, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any, with respect to Work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Owner.

Signed: _____
 Date: _____
 Name / Title: _____

STATEMENT OF CONTRACT:

Attach additional sheets to substantiate requested amount as necessary.

ORIGINAL CONTRACT AMOUNT	\$ _____	0.00
Change Orders No ___ through ___	\$ _____	0.00
CURRENT CONTRACT AMOUNT	\$ _____	0.00
<hr/>		
TOTAL COMPLETED & STORED TO DATE	\$ _____	
RETAINAGE _____%	\$ _____	
TOTAL EARNED LESS RETAINAGE	\$ _____	
LESS PREVIOUS REQUESTS	\$ _____	
CURRENT AMOUNT DUE	\$ _____	

State of: _____ County of: _____
 Subscribed and sworn to before me this ___ day of _____, 20 ___
 Notary Public: _____
 My Commission expires: _____

SCHEDULE OF VALUES:

Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In Place	Percent Complete
[INSERT]	[INSERT]	\$ _____	\$ _____	\$ _____	\$ _____	%
		\$ _____	\$ _____	\$ _____	\$ _____	%
		\$ _____	\$ _____	\$ _____	\$ _____	%
		\$ _____	\$ _____	\$ _____	\$ _____	%
		\$ _____	\$ _____	\$ _____	\$ _____	%
		\$ _____	\$ _____	\$ _____	\$ _____	%

EXHIBIT 3.1
WAIVER OF LIEN AND BOND RIGHTS FORM

The following Waiver of Lien and Bond Rights form included as Exhibit 3.1 of this Section 01 29 00 and made a part

<p>By Corporation or Partnership</p> <p style="text-align: center;">WAIVER OF LIEN AND BOND RIGHTS</p> <p style="text-align: center;">FOR APPLICATION FOR PAYMENT NO. _____</p>	
<p>Date: _____, ____ 20____</p>	<p>Reserved for recording data</p>

The capitalized terms in this Waiver of Lien and Bond Rights (“Waiver”), to the extent they are not defined in the Waiver, shall have the same meaning as contained in the Construction Services Agreement by and between M.A. Mortenson Company and the Minnesota Sports Facilities Authority dated February 15, 2013.

This Waiver of Lien and Bond Rights is given in conjunction with Application for Payment No. __ in the amount of _____ and ___/100 dollars (\$_____), as payment for all labor, skill and material covered by Application for Payment No. __ to the real property described in the attached **Exhibit A**. For value received the undersigned hereby unconditionally waives and releases all rights acquired by the undersigned to claim, file or record a mechanic's lien (if allowable), bond claim, or any other legal or equitable claim against said real property, the Authority, the Team, or surety for any Work performed through the date of this Waiver, including without limitation, labor, skill, services, materials, supplies, equipment, fixtures, apparatus, machinery, tools and benefits or contributions of any kind furnished to said real property (except for retainage or holdback shown), except that this waiver and release shall not apply to (a) any such claims (and any liens related thereto, if permitted) for which the undersigned has given notice as required under the Contract Documents or for which notice is not yet required under the Contract Documents, (b) any such claims (and any liens related thereto, if permitted) for the cumulative retainage withheld by the Authority (in the cumulative amount of \$_____).

The undersigned certifies that all amounts owed and requested under the Application for Payment corresponding with this Waiver are due to the Construction Manager, are accurate and correct, and that to the best of its knowledge, information, and belief, the Work has progressed to the point indicated and all of the Work completed to the date of and covered by such Application for Payment has been completed in accordance with the Contract Documents. This Waiver is made with the intent that the Authority and Team shall be entitled to rely on the accuracy and completeness of the certifications and representations made by the Construction Manager in this Waiver.

Except for Claims for which notice is not yet required under the Contract Documents, the undersigned represents and warrants that the Construction Manager has no knowledge of and waives any Claims, specifically including Claims for additional Time or adjustments to the GMP, based on events or circumstances existing or

occurring before the date of the Application for Payment corresponding with this Waiver, except as specifically stated in such Application for Payment or as may have been properly preserved by timely written notice of a Claim as required by the Contract Documents.

Except for Claims for which notice is not yet required under the Contract Documents, the undersigned warrants that all Work for which Certificates for Payment have been previously issued and payments received from the Authority is free and clear of liens, Claims, security interests, or encumbrances in favor of the Construction Manager, Subcontractors, Suppliers, Sub-Subcontractors, or other Persons (specifically including unions, fringe funds, pensions, employees, state or federal taxing authorities) able to make a Claim by reason of having provided labor, materials, and equipment relating to the Work or by or through a legal or equitable claim, except as specifically stated in the Application corresponding with this Waiver (or as set forth below) or as may have been properly preserved by timely written notice of a Claim as required by the Contract Documents, and **EXCEPT:**

_____.

The undersigned has executed this Waiver voluntarily and with full knowledge of its rights under the laws of the State of Minnesota.

	IN TESTIMONY WHEREOF, said _____ has caused these presents to be executed in this corporate name by its _____, this _____ day of _____, 20____. By _____ Its _____
--	--

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ (title) of _____, a _____ under the laws of the State of Minnesota, on behalf of the company.

SIGNATURE OF PERSON TAKING
ACKNOWLEDGEMENT

NOTARIAL STAMP OR SEAL
(OR OTHER TITLE OR RANK)

Property 1

Commonly referred to as: 401 Chicago Ave., Minneapolis, MN 55415

PID: 2602924210071

Tract A:

That part of:

Lots 2 through 5, inclusive, Block 71, Town of Minneapolis;

Lots 1 through 10, inclusive, Block 72, Town of Minneapolis;

Lots 1 through 10, inclusive, Block 95, Town of Minneapolis;

Lots 1 through 5, inclusive, Block 106, Town of Minneapolis;

Lots 1 through 10, inclusive, Block 96, Town of Minneapolis;

Lots 3, 4 and 5, Block 96, Morrison, Smith, and Hancock's Addition to Minneapolis;

Lots 1 through 10, inclusive, Block 103, Town of Minneapolis;

Lots 6 and 7, Block 103, Morrison, Smith, and Hancock's Addition to Minneapolis;

Lot 1 and Lots 6 through 10, inclusive, Block 104, Town of Minneapolis;

Lots 1 through 11, inclusive, Block 104, Morrison, Smith, and Hancock's Addition to Minneapolis;

Lot 1, Block 119, Town of Minneapolis;

Lots 1 through 12, inclusive, Block 119, Morrison, Smith, and Hancock's Addition to Minneapolis;

Together with that part of vacated or to be vacated 4th Street South, as shown in Town of Minneapolis, lying Southeasterly of a line connecting the most Northerly corner of Block 72, Town of Minneapolis with the most Westerly corner of Block 71, Town of Minneapolis and lying Northwesterly of a line connecting the most Northerly corner of Block 104, Town of Minneapolis with the most Westerly corner of Block 105, Town of Minneapolis;

Together with that part of vacated or to be vacated 4th Street South, as shown in Town of Minneapolis, described as follows: Beginning at the most Westerly corner of Block 105, Town of Minneapolis; thence South 59 degrees 54 minutes 07 seconds East on an assumed bearing along the Southwesterly line of said Block 105, a distance of 86.78 feet; thence South 21 degrees 39 minutes 25 seconds East, a distance of 129.24 feet to a point distant 56.00 feet Southeasterly of the most Northerly corner of Lot 8, Block 104, Town of Minneapolis; thence North 59 degrees 54 minutes 07 seconds West along the Northeast line of said Block 104, to the most Northerly corner of said Block 104, thence North 30 degrees 08 minutes 36 seconds East, a distance of 80.00 feet to the point of beginning.

Together with that part of vacated or to be vacated 5th Street South, as shown in Town of Minneapolis and Morrison, Smith and Hancock's Addition to Minneapolis, lying Southeasterly of a line connecting the most Northerly corner of Block 95, Town of Minneapolis, with the most Westerly corner of Block 72, Town of Minneapolis and lying Northwesterly of a line connecting the most Easterly corner of Block 119, Morrison, Smith and Hancock's Addition to Minneapolis with the most Southerly corner of Block 104, Morrison, Smith and Hancock's Addition to Minneapolis;

Together with that part of vacated or to be vacated 9th Avenue South, as shown in Town of Minneapolis, lying Northeasterly of a line connecting the most Westerly corner of Block 103, Town of Minneapolis with the most Southerly corner of Block 95, Town of Minneapolis and lying

Southwesterly of a line connecting the most Easterly corner of Lot 5, Block 71, Town of Minneapolis with the most Northerly corner of Lot 1, Block 106, Town of Minneapolis;

Together with that part of vacated or to be vacated 10th Avenue South, as shown in Town of Minneapolis and Morrison, Smith and Hancock's Addition to Minneapolis, lying Northeasterly of a line connecting the most Westerly corner of Block 119, Town of Minneapolis, with the most Southerly corner of Block 103, Town of Minneapolis, and lying Southwesterly of a line drawn parallel with and distant 140 feet Northeasterly from, as measured at a right angle to, a line connecting the most Southerly corner of Block 106, Town of Minneapolis with the most Westerly corner of Block 105, Town of Minneapolis;

which lies within the following described boundary:

Beginning at the most Westerly corner of Block 72, Town of Minneapolis; thence North 30 degrees 10 minutes 52 seconds East on an assumed bearing along the Northwest line of said Block 72, a distance of 330.34 feet to the most Northerly corner of said Block 72; thence North 81 degrees 07 minutes 40 seconds East, a distance of 123.00 feet; thence Southeasterly, a distance of 190.64 feet along a non-tangential curve concave to the Southwest having a central angle of 37 degrees 55 minutes 39 seconds, a radius of 288.00 feet and the chord of said curve bears South 78 degrees 52 minutes 02 seconds East; thence South 59 degrees 54 minutes 12 seconds East tangent to the last described curve, a distance of 393.77 feet; thence Southeasterly, a distance of 157.73 feet along a tangential curve concave to the Southwest having a central angle of 16 degrees 57 minutes 23 seconds and a radius of 532.96 feet to the Northwest line of Block 105, Town of Minneapolis; thence South 30 degrees 08 minutes 23 seconds West along said Northwest line, a distance of 35.03 feet to the most Westerly corner of said Block 105; thence South 59 degrees 54 minutes 07 seconds East along the Southwest line of said Block 105, a distance of 86.78 feet; thence South 21 degrees 39 minutes 25 seconds East, a distance of 129.24 feet to a point on the Northeast line of Lot 8, Block 104, Town of Minneapolis, distant 56.00 feet Southeasterly from the most Northerly corner of said Lot 8; thence South 38 degrees 43 minutes 55 seconds East, a distance of 152.77 feet to a point on the Southeast line of Lot 7, Block 104, Morrison, Smith and Hancock's Addition to Minneapolis, distant 110.00 feet Northeasterly of the most Southerly corner of said Lot 7; thence South 30 degrees 08 minutes 38 seconds West along the Southeast line of said Block 104, a distance of 275.17 feet to the most Southerly corner of said Block 104; thence South 30 degrees 16 minutes 53 seconds West, a distance of 80.00 feet of the most Easterly corner of Block 119, Morrison, Smith and Hancock's Addition to Minneapolis; thence South 30 degrees 04 minutes 43 seconds West along the Southeast line of said Block 119, a distance of 109.08 feet; thence Southwesterly, Westerly and Northwesterly, a distance of 348.96 feet along a non-tangential curve concave to the North having a central angle of 64 degrees 29 minutes 27 seconds, a radius of 310.03 feet and a chord of said curve bears South 87 degrees 51 minutes 16 seconds West; thence North 59 degrees 54 minutes 00 seconds West, a distance of 637.85 feet; thence Northwesterly, Northerly and Northeasterly, a distance of 291.47 feet along a tangential curve concave to the East having a central angle of 69 degrees 39 minutes 20 seconds and a radius of 239.75 feet to a point of reverse curve; thence Northeasterly, a distance of 26.34 feet along said reverse curve having a central angle of 4 degrees 42 minutes 57 seconds and a radius of 320.00 feet to the Northwest line of Block 95, Town of Minneapolis; thence North 30 degrees 06 minutes 16 seconds East along said Northwest line, a distance of 104.87 feet to the most Northerly corner of said Block 95; thence North 30 degrees 05 minutes 44 seconds East, a distance of 80.00 feet to the point of beginning.

Tract B:

That part of the following described registered land not included in Tract A:

Parcel 1: The front or Southwesterly 85.7 feet of Lots 1 and 2, Block 95;
 Lots 3 and 4, Block 95;
 Lots 3 to 9, inclusive, Block 103;
 Lot 1, Block 119,
 all in Town of Minneapolis.

Parcel 2: Lots 6 and 7, Block 103;
 Lots 1, 3, 5, 9 and 12, Block 119;
 That part of vacated 5th Street lying Southwesterly of the center line of said street and between the extensions across it of the Northwesterly and Southeasterly lines of Lot 9;
 Also that part of 10th Avenue South, vacated, lying between extensions across it of the Northeasterly and Southwesterly lines of said Block 103 and 119,
 all in Morrison Smith and Hancock's Addition to Minneapolis;

which lies within the following described boundary:

Beginning at the most Westerly corner of Block 72, Town of Minneapolis; thence North 30 degrees 10 minutes 52 seconds East on an assumed bearing along the Northwest line of said Block 72, a distance of 330.34 feet to the most Northerly corner of said Block 72; thence North 81 degrees 07 minutes 40 seconds East, a distance of 123.00 feet; thence Southeasterly, a distance of 190.64 feet along a non-tangential curve concave to the Southwest having a central angle of 37 degrees 55 minutes 39 seconds, a radius of 288.00 feet and the chord of said curve bears South 78 degrees 52 minutes 02 seconds East; thence South 59 degrees 54 minutes 12 seconds East tangent to the last described curve, a distance of 393.77 feet; thence Southeasterly, a distance of 157.73 feet along a tangential curve concave to the Southwest having a central angle of 16 degrees 57 minutes 23 seconds and a radius of 532.96 feet to the Northwest line of Block 105, Town of Minneapolis; thence South 30 degrees 08 minutes 23 seconds West along said Northwest line, a distance of 35.03 feet to the most Westerly corner of said Block 105; thence South 59 degrees 54 minutes 07 seconds East along the Southwest line of said Block 105, a distance of 86.78 feet; thence South 21 degrees 39 minutes 25 seconds East, a distance of 129.24 feet to a point on the Northeast line of Lot 8, Block 104, Town of Minneapolis, distant 56.00 feet Southeasterly from the most Northerly corner of said Lot 8; thence South 38 degrees 43 minutes 55 seconds East, a distance of 152.77 feet to a point on the Southeast line of Lot 7, Block 104, Morrison, Smith and Hancock's Addition to Minneapolis, distant 110.00 feet Northeasterly of the most Southerly corner of said Lot 7; thence South 30 degrees 08 minutes 38 seconds West along the Southeast line of said Block 104, a distance of 275.17 feet to the most Southerly corner of said Block 104; thence South 30 degrees 16 minutes 53 seconds West, a distance of 80.00 feet of the most Easterly corner of Block 119, Morrison, Smith and Hancock's Addition to Minneapolis; thence South 30 degrees 04 minutes 43 seconds West along the Southeast line of said Block 119, a distance of 109.08 feet; thence Southwesterly, Westerly and Northwesterly, a distance of 348.96 feet along a non-tangential curve concave to the North having a central angle of 64 degrees 29 minutes 27 seconds, a radius of 310.03 feet and a chord of said curve bears South 87 degrees 51 minutes 16 seconds West; thence North 59 degrees 54 minutes 00 seconds West, a distance of 637.85 feet; thence Northwesterly, Northerly and Northeasterly, a distance of 291.47 feet along a tangential curve concave to the East having a central angle of 69

degrees 39 minutes 20 seconds and a radius of 239.75 feet to a point of reverse curve; thence Northeasterly, a distance of 26.34 feet along said reverse curve having a central angle of 4 degrees 42 minutes 57 seconds and a radius of 320.00 feet to the Northwest line of Block 95, Town of Minneapolis; thence North 30 degrees 06 minutes 16 seconds East along said Northwest line, a distance of 104.87 feet to the most Northerly corner of said Block 95; thence North 30 degrees 05 minutes 44 seconds East, a distance of 80.00 feet to the point of beginning.

Hennepin County, Minnesota
Abstract and Torrens Property
Torrens Certificate No. 1355300

Property 2

Commonly referred to as: 309 9th Ave S, Minneapolis, MN 55415
PID: 26-029-24-12-0024
Municipality: MINNEAPOLIS
Addition Name: TOWN OF MINNEAPOLIS
Lot: LOTS 6 TO 10 INCL EX HWY AND RR R/W ALSO EXCEPT LIGHT RAIL TRANSIT
Block: 106

Abstract

Property 3

Commonly referred to as: 300 9th Ave S, Minneapolis, MN 55415
PID: 26-029-24-12-0017
Municipality: MINNEAPOLIS
Addition Name: TOWN OF MINNEAPOLIS
Lot: NELY 145 FT OF LOTS 6 AND 7
Block: 071

Torrens

Property 4

Commonly referred to as: 811 3rd St S, Minneapolis, MN 55415
PID: 26-029-24-21-0102
Municipality: MINNEAPOLIS
Addition Name: TOWN OF MINNEAPOLIS
Lot: LOTS 8 THRU 10 INCL EXCEPT THAT PART SHOWN ON HCRA PROPERTY MAP
NO 37
Block: 071

Torrens/Abstract

Property 5

Commonly referred to as: 719 3rd St S, Minneapolis, MN 55415

PID: 26-029-24-21-0097
Municipality: MINNEAPOLIS
Addition Name: TOWN OF MINNEAPOLIS
Lot: LOTS 6 AND 7
Block: 070

Torrens

Property 6

Commonly referred to as: 713 3rd St S, Minneapolis, MN 55415
PID: 26-029-24-21-0083
Municipality: MINNEAPOLIS
Addition Name: TOWN OF MINNEAPOLIS
Lot: 008
Block: 070

Torrens

Property 7

Commonly referred to as: 701 3rd St S, Minneapolis, MN 55415
PID: 26-029-24-21-0084
Municipality: MINNEAPOLIS
Addition Name: TOWN OF MINNEAPOLIS
Lot: LOTS 9 AND 10
Block: 070

Torrens

Property 8

Commonly referred to as: 700 4th St S, Minneapolis, MN 55415
PID: 26-029-24-21-0085
Municipality: MINNEAPOLIS
Addition Name: TOWN OF MINNEAPOLIS
Lot: LOTS 1 AND 2
Block: 070

Torrens

Property 9

Commonly referred to as: 716 4th St S, Minneapolis, MN 55415
PID: 26-029-24-21-0086
Municipality: MINNEAPOLIS
Addition Name: TOWN OF MINNEAPOLIS
Lot: 003

Block: 070

Torrens

Property 10

Commonly referred to as: 728 4th St S, Minneapolis, MN 55415

PID: 26-029-24-21-0090

Municipality: MINNEAPOLIS

Addition Name: TOWN OF MINNEAPOLIS

Lot: LOTS 4 AND 5 EXCEPT STREET

Block: 070

Torrens

Property 11

Commonly referred to as: 701 4th St S, Minneapolis, MN 55415

PID: 26-029-24-21-0099

Municipality: MINNEAPOLIS

Addition Name: TOWN OF MINNEAPOLIS

Lot: LOTS 7 TO 10 INCL AND NELY 105 FT OF LOTS 1 TO 4 INCL ALSO NWLY 6 FT OF NELY 105 FT OF LOT 5 AND NWLY 6 FT OF LOT 6 INCL ADJ PART OF VAC STREET

Block: 073

Torrens

Property 12

Commonly referred to as: 424 Chicago Ave, Minneapolis, MN 55415

PID: 26-029-24-21-0098

Municipality: MINNEAPOLIS

Addition Name: TOWN OF MINNEAPOLIS

Lot: SWLY 60 FT OF LOTS 1 TO 5 INCL ALSO SELY 60 FT OF NELY 105 FT OF LOT 5 AND SELY 60 FT OF LOT 6 INCL ADJ PART OF VAC STREET

Block: 073

Torrens

Property 13

Commonly referred to as: 530 Chicago Ave, Minneapolis, MN 55415

PID: 26-029-24-21-0070

Municipality: MINNEAPOLIS

Addition Name: TOWN OF MINNEAPOLIS

Lot: THAT PART OF BLK 94 LYING WLY OF A CURVE CONCAVE TO THE W HAVING A RAD- IUS OF 240 FT SAID CURVE BEG AT A PT ON NWLY LINE OF LOT 8 BLK 94 DIST 0.38 FT SWLY OF MOST NLY COR THOF AND PASSES THRU A PT ON SELY LINE

OF LOT 6 BLK 94 DIST 123.76 FT SWLY OF MOST ELY COR THOF INCL ADJ 6 FT OF
PARK AVE VAC

Block: 094

Torrens

Property 14

Commonly referred to as: 425 Portland Ave S, Minneapolis, MN 55488

PID: 26-029-24-21-0049

Municipality: MINNEAPOLIS

Addition Name: TOWN OF MINNEAPOLIS

Lot: ALL OF BLK 74 INCL 4 INCHES OF THAT PART OF PORTLAND AVE VAC
AUGUST 12TH 1946

Block: 074

Torrens

Property 15

Commonly referred to as: 416 Portland Ave S, Minneapolis, MN 55415

PID: 26-029-24-21-0088

Municipality: MINNEAPOLIS

Addition Name: TOWN OF MINNEAPOLIS

Lot: THAT PART OF LOT 5 LYING SELY OF NWLY 16 FT THOF AND THAT PART OF
SWLY 5 FT OF LOT 6 LYING SELY OF NWLY 16 FT THOF

Block: 075

Torrens

Property 16

Commonly referred to as: 520 5th St S, Minneapolis, MN 55415

PID: 26-029-24-22-0088

Municipality: MINNEAPOLIS

Addition Name: TOWN OF MINNEAPOLIS

Lot: LOT 4 AND NWLY 16 FT OF LOT 5 ALSO SWLY 5 FT OF NWLY 16 FT OF LOT 6
AND SWLY 5 FT OF THAT PART OF LOT 7 LYING IN E 1/2 OF NW 1/4 OF SEC 26 T 29
R24

Block: 075

Torrens

Property 17

Commonly referred to as: 501 4th St S, Minneapolis, MN 55415

PID: 26-029-24-22-0344

Municipality: MINNEAPOLIS

Addition Name: TOWN OF MINNEAPOLIS

Lot: LOTS 1 2 3 8 9 AND 10
Block: 075

Torrens

Property 18

Commonly referred to as: 521 4th St S, Minneapolis, MN 55415
PID: 26-029-24-21-0052
Municipality: MINNEAPOLIS
Addition Name: TOWN OF MINNEAPOLIS
Lot: NELY 160FT OF LOTS 6 AND 7 AND SWLY 5 FT OF THAT PART OF LOT 7 LYING
IN THE W 1/2 OF NW 1/4 SEC 26 T 29 N R 24 W LOTS 6 AND 7
Block: 075

Torrens

Property 19

Commonly referred to as: 511 11th Ave S, Minneapolis, MN 55415
PID: 26-029-24-13-0095
Municipality: MINNEAPOLIS
Addition Name: ATWATERS ADDN TO MPLS
BLKS 7 AND 8 MORRISON SMITH AND HAN- COCKS ADDN TO MPLS AND BLKS 7
AND 8 ATWATERS ADDN TO MPLS INCL ADJ 1/2 OF VAC 12TH AVE S EXCEPT
STREET AND HWY

Torrens/Abstract

Property 20

Commonly referred to as: 1010 7th St S, Minneapolis, MN 55415
PID: 26-029-24-13-0096
Municipality: MINNEAPOLIS
Addition Name: ATWATERS ADDN TO MPLS
Lot: THAT PART OF BLK 21 ATWATERS ADDN TO MPLS, BLK 111 NELSONS ADDN TO
TWN OF MPLS, AND BLK 211 MORRISON SMITH AND HANCOCKS ADDN DESC AS
COM AT MOST WLY COR OF SAID BLK 111 TH SELY ALONG SWLY LINE THOF 115.1
FT TO A ACTUAL PT OF BEG TH NELY AT RT ANGLES 27.5 FT TH NWLY AT RT
ANGLES 4.1 FT TH NELY AT RT ANGLES 152.7 FT TH SELY AT RT ANGLES 6 FT TH
NELY AT RT ANGLES 89.5 FT TH NWLY AT RT ANGLES 1.6 FT TH NELY AT RT
ANGLES 60.3 FT TO SWLY LINE OF 6TH ST S TH SELY TO MOST ELY COR OF SAID
BLK 21 TH SWLY TO MOST SLY COR THOF TH NWLY TO BEG
Block: 021

Torrens

Property 21

Commonly referred to as: 601 10th Ave S, Minneapolis, MN 55415

PID: 26-029-24-24-0063

Municipality: MINNEAPOLIS

Addition Name: NELSONS ADDN TO TOWN OF MPLS

Lot: THAT PART OF BLK 111 NELSONS ADDN TO TOWN OF MPLS AND BLK 211 MORRISON SMITH AND HANCOCKS ADDN DESC AS BEG AT MOST WLY COR OF SAID BLK 111 TH SELY ALONG SWLY LINE THOF 115.1 FT TH NELY AT RT ANGLES 27.5 FT TH NWLY AT RT ANGLES 4.1 FT TH NELY AT RT ANGLES 152.7 FT TH SELY AT RT ANGLES 6 FT TH NELY AT RT ANGLES 89.5 FT TH NWLY AT RT ANGLES 1.6 FT TH NELY AT RT ANGLES 60.3 FT TO SWLY LINE OF 6TH ST S TH NWLY TO MOST NLY COR OF SAID BLK 111 TH SWLY TO BEG

Block: 111

Torrens/Abstract

Property 22

Commonly referred to as: 827 6th St S, Minneapolis, MN 55415

PID: 26-029-24-24-0028

Municipality: MINNEAPOLIS

Addition Name: NELSONS ADDN TO TOWN OF MPLS

Lot: NELY 110 FT OF LOT 6 AND NELY 110 FT OF SELY 16 FT OF LOT 7

Block: 113

Torrens

Property 23

Commonly referred to as: 815 6th St S, Minneapolis, MN 55415

PID: 26-029-24-24-0029

Municipality: MINNEAPOLIS

Addition Name: NELSONS ADDN TO TOWN OF MPLS

Lot: LOTS 8 9 AND THE SWLY 55 FT OF LOTS 6 AND 7 ALSO THE SWLY 51 FT OF LOT 10 AND NWLY 50 FT OF NELY 110 FT OF LOT 7

Block: 113

Torrens/Abstract

Property 24

Commonly referred to as: 601 Chicago Ave, Minneapolis, MN 55415

PID: 26-029-24-24-0064

Municipality: MINNEAPOLIS

Addition Name: NELSONS ADDN TO TOWN OF MPLS

Lot: 010 THE NELY 114 FT THOF

Block: 113

Abstract

Property 25

Commonly referred to as: 810 7th St S, Minneapolis, MN 55415

PID: 26-029-24-24-0056

Municipality: MINNEAPOLIS

Addition Name: NELSONS ADDN TO TOWN OF MPLS

Lot: LOTS 1 THRU 5 INCL

Block: 113

Abstract

TOGETHER WITH ANY REAL PROPERTY HEREAFTER ACQUIRED BY THE METROPOLITAN SPORTS FACILITIES AUTHORITY.

5517305v4

EXHIBIT 3.2
SUBCONTRACTOR WAIVER OF LIEN AND BOND RIGHTS FORM

The following Subcontractor Waiver of Lien and Bond Rights form included as Exhibit 3.2 of this Section 01 29 00 and made a part

TO BE ADDED

EXHIBIT 3.3

CONTRACTOR PAYMENT PROGRESS REPORT

The following Contractor Payment Progress Report is included as Exhibit 3.3 of this Section 01 29 00 and made a part



**Minnesota Multi-Purpose Stadium Project
Contractor Payment Progress Report**

Payment Reporting Period: From: _____ To: _____

Instructions: All Contractors making payments to Contractors/Subcontractors/Suppliers/Service Providers, are required to complete and submit this form to Mortenson/Thor until final payment is made. Submit one copy of this form to the designated Mortenson/Thor personnel along with your pay application each month.

1st Tier Subcontractor Name:			Original Contract Amount / Current Contract Amount (includes change orders)	Committed WMBE %	Actual WMBE % to Date
Address:					
Phone:					
Fax:					
Name of all Subcontractors/Suppliers/Vendors		Veteran/Minority/ Women/Other Circle One	Description of Work	Current % of Subcontract Amount Counted toward WMBE 100%, 60%, 5%, 0% (list \$)	Current Subcontract Amount
1.		V / M / W / O	1.	1.	1.
2.		V / M / W / O	2.	2.	2.
3.		V / M / W / O	3.	3.	3.
4.		V / M / W / O	4.	4.	4.
5.		V / M / W / O	5.	5.	5.
6.		V / M / W / O	6.	6.	6.
Amount of Current Payment	Current % of Payment Counted toward WMBE 100%, 60%, 5%, 0% (list \$)	Total Subcontractor Payment To Date	% Paid to date	Final Payment? Yes/No	
1.	1.	1.	1.	1.	
2.	2.	2.	2.	2.	
3.	3.	3.	3.	3.	
4.	4.	4.	4.	4.	
5.	5.	5.	5.	5.	
6.	6.	6.	6.	6.	
Company Officials Signature & Title		Date Signed	Name & Title of Individual Completing Report (Type or Print Clearly)		
Title:				Email:	
Phone:	Fax:			Phone:	Fax:

EXHIBIT 4
CONTRACT REQUEST FORM

The following Contract Request Form included as Exhibit 4 of this Section 01 29 00 and made a part hereof.

CONTRACT REQUEST FORM (Form 4010)

Hammes Company

Date: _____ Requested By: _____
 Hammes Project No: 5301 _____ Contract No: _____

VENDOR:

Company Name: _____
 Address: _____

 Contact Name: _____ Phone: _____
 E-mail: _____ Fax: _____

CONTRACT TYPE:

- Hammes Company Request:
- Trade Contract
 - Service Agreement
 - Purchase Order
 - Revision # _____
- Contractor Request:
- Subcontract
 - Direct Owner Purchase
 - Purchase Order
 - Revision # _____

SCOPE OF WORK / INCLUSIONS:

- Bid Tabulation or Quotation Attached Proposal Attached Other Attached: _____

ALTERNATES / EXCLUSIONS:

ACCOUNTING BREAKDOWN / SCHEDULE OF VALUES:

Division	Hammes Account Code	Amount
		\$
		\$
		\$
		\$
Total Contract / Revision Amount:		\$ 0.00

- Type: Fixed Price Time & Materials
 Cost Plus Not To Exceed
- Tax: Included Exempt
- Insurance Certificate: Required Not Required
- Bond: No Yes (Cost included)

Vendor Certification: MBE WBE DBE Other (Describe) _____
 Participation Requirement (% or \$): _____

APPROVAL:

Signature _____	Organization _____	Date _____
Signature _____	Organization _____	Date _____
Signature _____	Organization _____	Date _____
Signature _____	Organization _____	Date _____
Signature _____	Organization _____	Date _____
Signature _____	Organization _____	Date _____

FOR OFFICE USE:

Vendor #: _____

Reviewed: _____

Approved: _____

Entered: _____

Contract Sent: _____

Attach Gen. Cond.

Attach Ins. Cert.

— Deliver Original Copy to Hammes Company —

22 East Mifflin Street Suite 800, Madison, Wisconsin 53703 Telephone (608) 274-7447 Fax (608) 274-7442

EXHIBIT 5

CONTRACT REVISION FORMS

The following Contract Revision Form and Subcontract Change Order included as Exhibit 5 of this Section 01 29 00 and made a part hereof.

CONTRACT REVISION

Consultant: M. A. Mortenson Company
700 Meadow Lane North
Minneapolis, MN 55422

Date: _____
 Project No: 5301
 Contract No: CSA
 Revision No: _____

Project: Stadium and Stadium Infrastructure

You are hereby authorized and directed to make the following change(s) in accordance with the terms and conditions of the Construction Services Agreement (“CSA”) between the Minnesota Sports Facilities Authority and M. A. Mortenson dated February 15, 2013:

Construction Manager is issued a limited notice to proceed with and is authorized to perform the following work according to Subparagraph 2.3.2 of the CSA:

- 1.
2. This work, and only this work, is authorized to proceed subject to the provisions of the Construction Services Agreement. All future work is dependent upon receipt and acceptance of an acceptable Construction Management Plan which shall include a Guaranteed Maximum Price Proposal.
3. Refer to the attached Schedule of Values.

TOTAL VALUE OF CONTRACT REVISION: \$0.00

ADD the amount of: _____

Original Contract Amount	\$	<u>0.00</u>
Previous Revision ___ thru ___	\$	<u>0.00</u>
Current Revision Amount	\$	<u>0.00</u>
Net Contract Amount	\$	<u>0.00</u>

Your acceptance of this Contract Revision shall constitute a modification to the Construction Services Agreement and will be performed subject to all the conditions as contained in the Construction Services Agreement identified above, as fully as if the same were repeated in this acceptance.

MINNESOTA SPORTS FACILITIES AUTHORITY:

M. A. MORTENSON

Signed: _____

Signed: _____

Name: Michele Kelm-Helgen

Name: John Wood

Title: Chair

Title: Sr. Vice President

Date: _____

Date: _____

MINNESOTA SPORTS FACILITIES AUTHORITY:

Signed: _____

Name: Ted Mondale

Title: CEO/ Executive Director

Date: _____

SUBCONTRACTOR CHANGE FORM

M A Mortenson Company
 Minnesota Multi-Purpose Stadium
 1010 7th Street S, Suite 100

**CHANGE ORDER
 No.**

Minneapolis, MN 55415

Phone :
Fax:

Title: Subcontractor Name, Change Order #
Project: Minnesota Multi-Purpose Stadium

Date:
Project No.: 13125002

To: Subcontractor Name
 Address
 City, State Zip Code

Agreement No.:

It is hereby mutually agreed that when this change order has been signed by the contracting parties the following described changes in the work required by the contract shall be executed by the contractor without changing the terms of the contract except as herein stipulated and agreed.

By acceptance of the Change Order, Subcontractor/Supplier acknowledges that the modification to the Agreement set forth immediately above, represents full compensation for the changes to the work. This includes all adjustments to the work schedule and all cost and expenses including costs arising out of any cumulative delay and disruption. This change order covers the following scopes of work:

COLLECTED CHANGES

<u>Issue</u>	<u>Description</u>	<u>Amount</u>
--------------	--------------------	---------------

Total of collected changes:

The original Contract Sum was
 Net change by previously authorized Change Orders
 The Contract Sum prior to this Change Order was
 The Contract Sum Will be modified in the amount of
 The new Contract Sum including this Change Order will be

ACCEPTED:
 M A Mortenson Company

ACCEPTED:
 Subcontractor

 BY (Signature)

 BY (Signature)

 (Printed Name)

 (Printed Name)

 DATE

 DATE

EXHIBIT 6

RETAINAGE RELEASE FORM

The following Retainage Release Form included as Exhibit 6 of this Section 01 29 00 and made a part hereof.

RETAINAGE REQUEST FORM (RRF/Form 4012)

Hammes Company

Date: _____ Drafted By: _____
Hammes Project No: 0901 Contract No: _____

VENDOR:

Company Name: _____
Address: _____

Contact Name: _____ Phone: _____
E-mail: _____ Fax: _____

CONTRACT SUMMARY:

Original Contract Amount \$ _____
Contract Revisions \$ _____
Total Contract Amount \$ _____

Work In Place \$ _____
Current Retainage Held \$ _____

RETAINAGE REQUESTED:

Partial Retainage Request Final Retainage Request

Amount of Retainage Requested \$ _____

Approval of Release by Project Manager _____

For Final Retainage Request, Confirm Receipt of:

- Signed Contract MBE Affidavit(s)
- Lien Waiver
- Construction Warranty

Approval of Final Release by Contract Manager _____

NOTES:

OTHER APPROVALS:

_____ Signature	_____ Organization	_____ Date

FOR OFFICE USE:
Vendor ID#: _____
Reviewed: _____
Approved: _____
Entered: _____

END OF SECTION 01 29 00