



REQUEST FOR QUOTATIONS

MSFA STADIUM GRAPHICS

FOR CAPITAL IMPROVEMENT TO U.S. BANK STADIUM
IN MINNEAPOLIS, MINNESOTA

May 7, 2021

A. Project Background and Objectives

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

As set forth in the Act, the Authority may make capital improvements to design, development and construction of the Stadium and the Stadium Infrastructure, and certain capital improvements that that Authority is soliciting in this Request for Quotations (“RFQ”). This shall be referred to as the “Project”. in this RFQ. To that end, the Authority has prepared this RFQ for the MSFA Stadium Graphics Project. Those who respond to this RFQ shall be referred to as “Proposers”.

The Specification Documents identifying and indicating the scope of the Project are also incorporated within this RFQ as **Exhibit 1**. The Project must be completed no later than June 30, 2021 (the “Required Completion Date”).

B. Intent and Process of the Request for Quotations

This RFQ is focused on the selection of a Proposer who will provide the best value to the Authority in regards to the MSFA Stadium Graphics.

Proposers should have experience in the the design and printing field, similar to products described in this RFQ. It is the desire of the Authority to consider as part of its selection criteria the commitment of the Proposer to exert good faith efforts to comply with the plan of the Authority to ensure equitable opportunities for Minority Owned Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) to participate in the Project.



The Authority has developed an Equity Plan, which is available on the Authority's website, and each Proposer should provide details describing how they will optimize the participation and utilization of appropriate workforce, MBEs and WBEs in the Proposers' performance of the MSFA Stadium Graphics project.

MBEs and WBEs that are interested in acting as the Proposers for the Project are encouraged to respond to the RFP.

C. Scope of the Project Requirements

Please see Exhibit 1 for project requirements.

D. Requested Qualifications

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

- Experience history with design and printing of graphics, similar to the Project described in this RFQ; and
- Ability to provide ongoing services.

E. RFQ Timeline

Advertise and issue Request for Quotations	May 7, 2021
Site Visit	May 17, 2021
Questions Submittal	May 17, 2021
Quotations Due	May 21, 2021
Selection of Provider	May 28, 2021
Project Completion	June 30, 2021

By submitting a Quotation, the Proposer affirms that this timeline can be met.

F. Proposer Qualifications

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

- Proposer's name and address of office that would have central responsibility for the work. Identify the business form of Proposer. If the proposed form of entity is a joint venture, please identify each joint venture participant and their respective percentage of ownership.



- Provide a summary, on one page or less, describing why the Proposer is the most qualified to be the Provider for the Project.
- Proposer agrees that if it is proposing any services including installation work, it shall obtain worker's compensation insurance, vehicle insurance, and any other insurance required by applicable law or regulation. Proposer also agrees that it shall maintain commercial general liability insurance in commercially reasonable amounts, and that proposer shall provide upon request a certificate of insurance evidencing such coverage and additional insured status as requested.
- Exhibit 1 – Scope and Specification Documents. See scope and site documents.
- Exhibit 2 – Proposal Scope of Services and Pricing Information. The Proposer will provide a.) a detailed description of all services, labor, labeling, testing and documentation preparation included in the proposal, as required for a turn key installation, and b.) a detailed listing of all equipment, installation materials, licenses, connecting devices and miscellaneous components included in the proposal as required for a turn key installation.
- Exhibit 3 – Equity Plan Targeted Business Commitment and Information Form. Proposer must complete and provide both the Targeted Business Commitment and Information Forms with the proposal.
- Exhibit 4 – Equity Report. Prior to MSFA approval and payment of monthly project invoices, Proposer must complete the monthly report form detailing required information including all workforce services and hours performed.

G. Quotations

Quotations are due by May 21, 2021. One electronic copy and 1 bound copy of each quote and should be enclosed in a sealed envelope addressed to:

Minnesota Sports Facilities Authority
Attention: James Farstad
1005 4th Street South
Minneapolis, Minnesota 55415

The electronic copy should be sent via email to:

James Farstad at james.farstad@msfa.com
Elizabeth Proeitz at Elizabeth.proeitz@msfa.com
Lisa Niess at lniess@usbankstadium.com



Questions or Inquiries. All questions must be submitted via email by May 17, 2021 by 5PM, to:

James Farstad at james.farstad@msfa.com
Elizabeth Proeitz at Elizabeth.proeitz@msfa.com
Lisa Niess at lniess@usbankstadium.com

H. Minnesota Government Data Practices

All Quotations are subject to the Minnesota Government Data Practices Act (the “Act”), Minn. Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Quotations submitted by competing Proposers, and the content of all quotations is nonpublic data under Chapter 13, until such time as notice to award a contract to the successful Proposer is given by the Authority. Proposers shall note with their quotation, any data in their quotation that they consider proprietary information or otherwise private and confidential.

I. Prevailing Wages

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

The then-current applicable prevailing wages shall be incorporated into the contract contemplated by this RFQ. Current prevailing wage amounts for Hennepin County are set forth at the website for the Minnesota Department of Labor and Industry, at the following link:

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

J. Project Labor Agreement

The Proposer will need to agree to accept and be bound by the Project Labor Agreement, a copy of which is attached hereto as Attachment A.



EXHIBIT 1

PURPOSE

The Minnesota Sports Facilities Authority (MSFA) rebranded in November 2020 with a new logo that incorporates the core values of the organization. The logo design and core values identification projects are complete and are provided as context for this RFP.

The purpose of this signage project is to develop a permanent signage that builds from these existing projects to state the MSFA’s core values upon entry for all stakeholder groups.

SCOPE OF WORK

Concepting and Design: It is requested that the vendor assist with the concepting and design of the event level signage to convey the desired message of the MSFA. The MSFA has a purpose for the project, but needs help bringing this to life through design and effect signage solutions. Please quote a project rate or hourly rate for concepting and design in your proposal. Design brainstorming session with MSFA staff will be coordinated upon the selection of the vendor. Design concepts and proofs will be reviewed and approved by MSFA staff prior to printing and installation.

Sign Creation/Printing and Installation: It is requested that the vendor also be the creator/printer and installer of the signage once design has been finalized.

Signage Location and Details: Red Box indicates general area of signage placement.

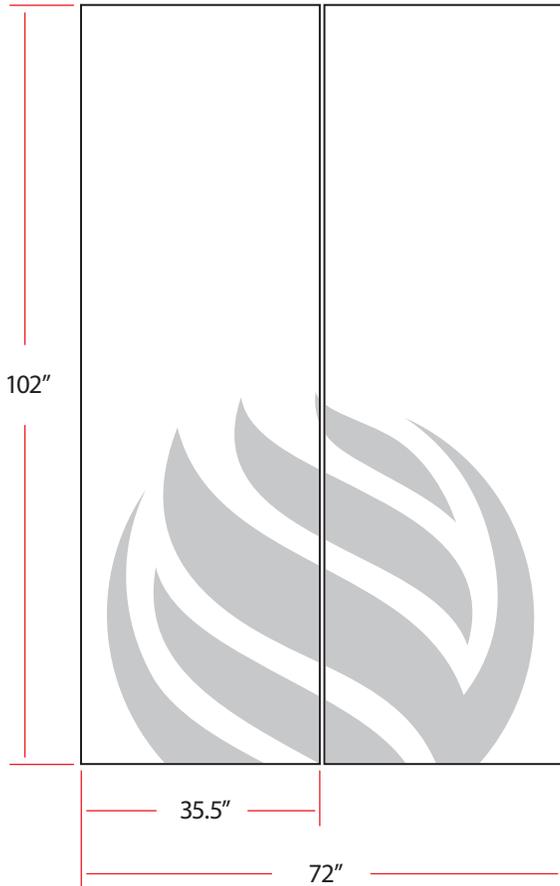
Location	Key Audience
MSFA Offices	Front office glass decal, Board of Directors room logo, and MSFA front door sign. No design work is necessary for this project. Only printing and installation. See “Scope #1” pictures for more detailed specs.
EVENT LEVEL: Team Member Entrance	Entry for all part-time team members on event day. All design, print, and installation of wall wraps are necessary for this location. Both walls are painted cinderblock. Please see photos under “Scope #2”
EVENT LEVEL: Visitor Locker Room Corridor	Located in the area where guests of the stadium who need locker room access (i.e., athletes, touring artists, employees, etc.). One wall is painted cinderblock, while the other is a cement wall. Please see photos under “Scope #3”
EVENT LEVEL: NW Corridor	Located in the area where guests of the stadium who need locker room access (i.e., athletes, touring artists, employees, etc.). One wall is painted cinderblock, while the other is a cement wall. Please see photos under “Scope #4”

The MSFA prefers to work with one sole vendor for the entirety of this project. If either portion of the scope of work requires an outside contractor to support, please identify that in your proposal.

SCOPE #1 (MSFA Offices)

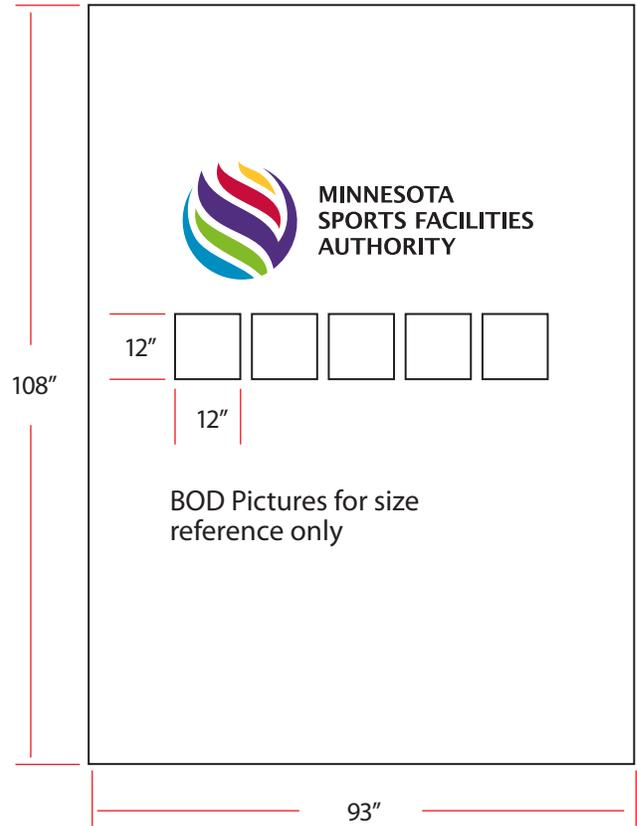
MSFA Front Office Glass

FRONT WINDOWS

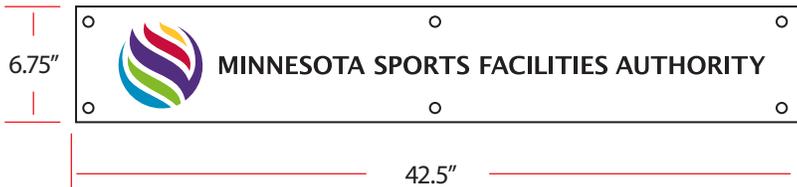


MSFA BOD Room Logo

BOARD OF DIRECTORS
WALL AND PICS

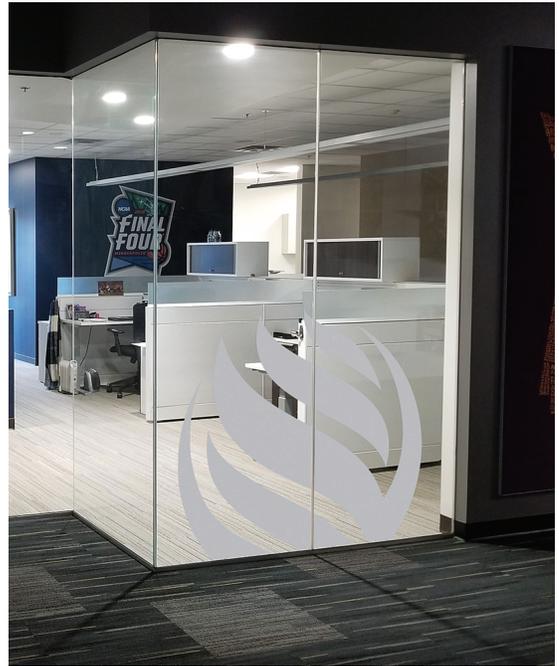
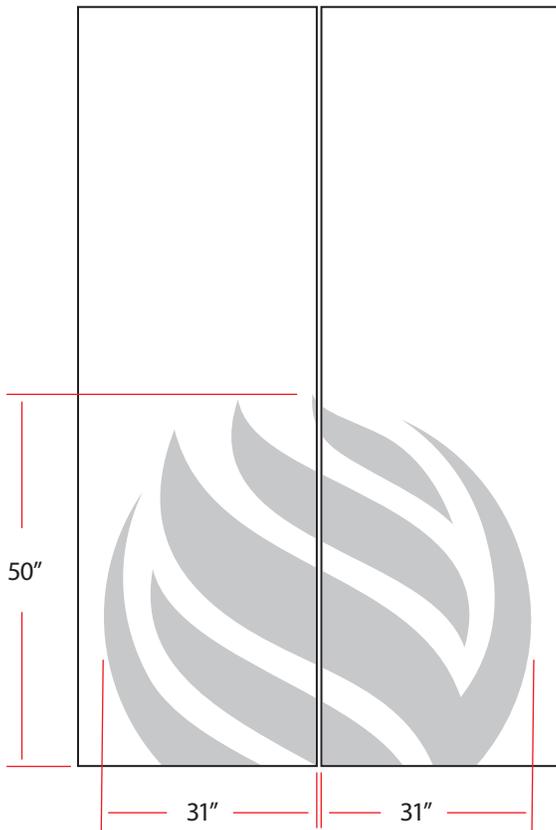


MSFA Front Door Sign



MSFA Front Office Glass

FRONT WINDOWS



Specifications:

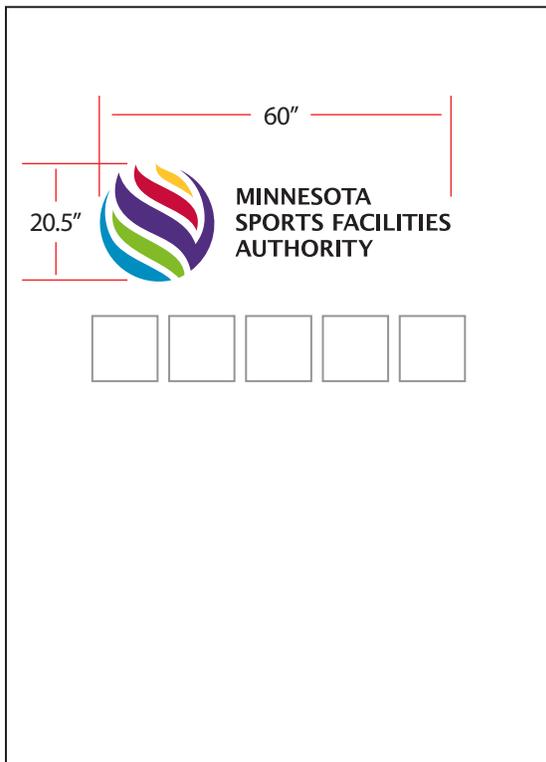
Mactac B-Free Frosted Vinyl - 3.1 Mil Polymeric PVC Translucent Vinyl

Adhered to the inside of the windows for added protection.

Note: All dimensions are rough for quoting purposes.
Artwork will be sized to final specs from vendor.

MSFA BOD Room Logo

BOARD OF DIRECTORS
WALL AND PICS

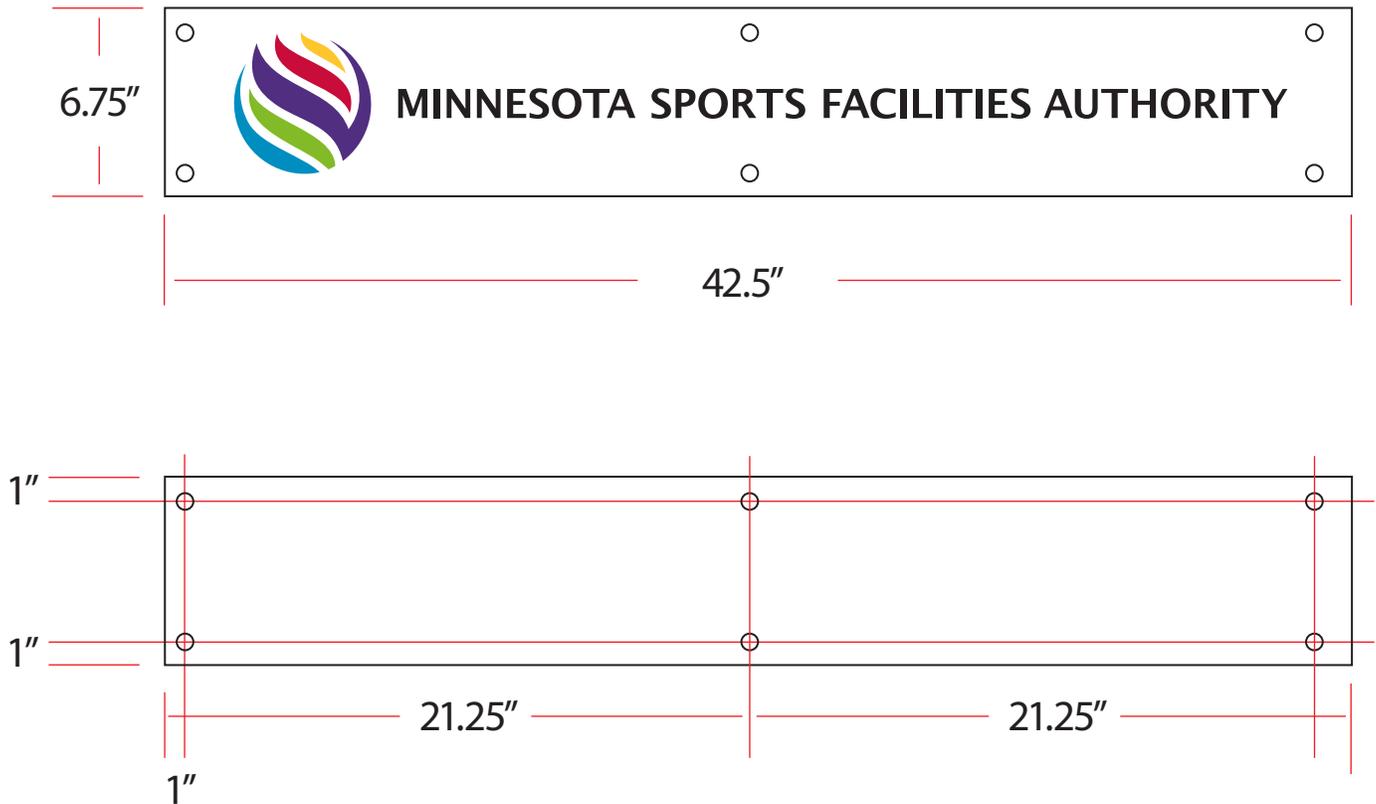


Specifications:

Printed on coated gloss paper with matt laminate, adhered to 1/2" Black Gator Board.
Individual parts can be mounted to wall with two-sided tape or at vendors discretion.

Note: All dimensions are rough for quoting purposes.
Artwork will be sized to final specs from vendor.

MSFA Front Door Sign



Specifications:

Printed on white adhesive Vinyl and adhered to 1/8" Black Sintra.

3/8" dia. holes drilled to measurements above

Glass is 1/8" thick and holes are 1/2" in dia.

Screw head is 1" dia

Screw shaft is 1/4" dia

Note: All dimensions are rough for quoting purposes.

Artwork will be sized to final specs from vendor.

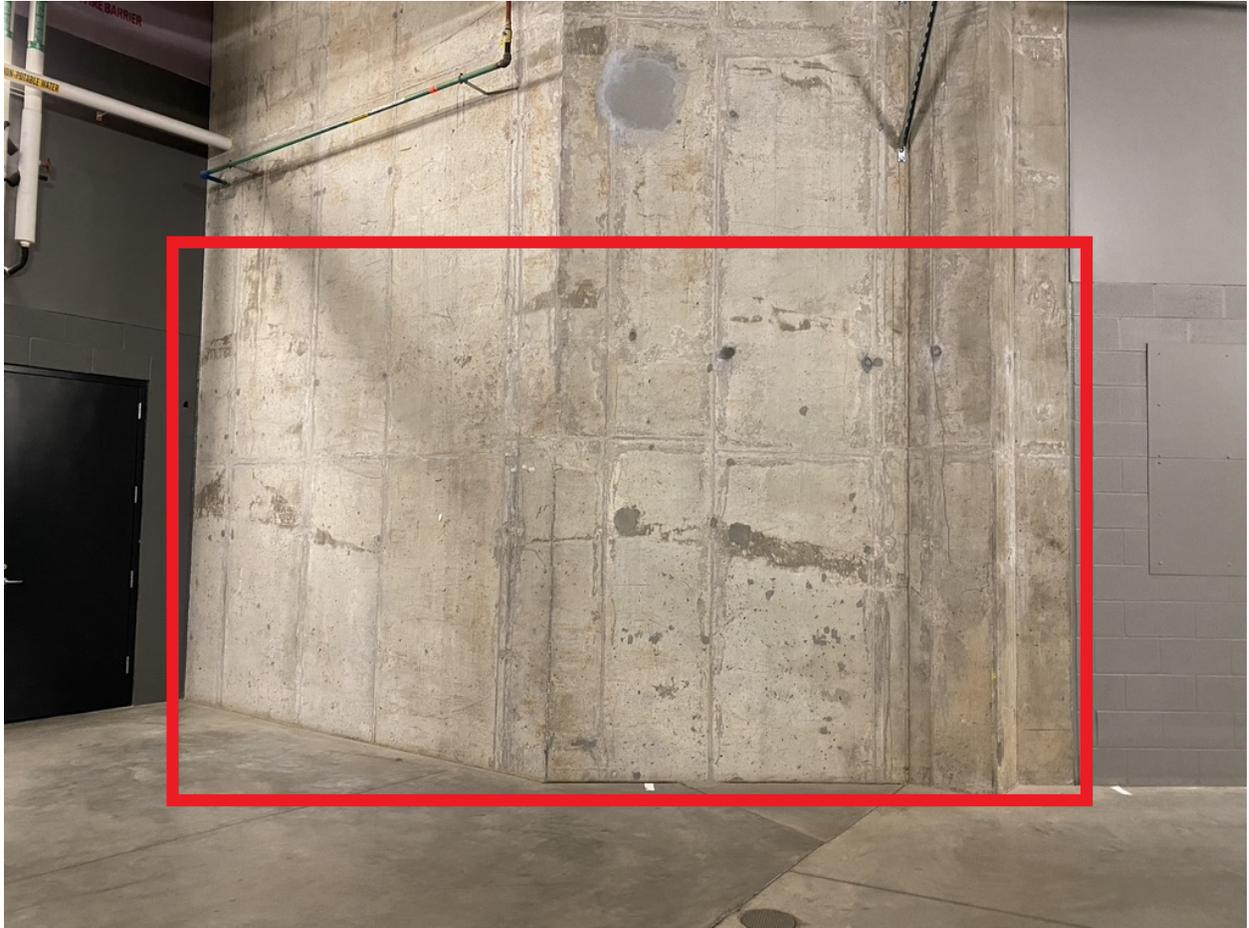


SCOPE #2 (Event Level Team Member Entrance)





SCOPE #3 (Visitor Lockerroom Corridor)





SCOPE #4 (Event Level NW Cooridor)



EXHIBIT 3

EQUITY PLAN

TARGETED BUSINESS COMMITMENT AND INFORMATION FORM

Proposer Company Name: _____

Check ONE of the following:

No Targeted Business participation is committed on this project

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

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

Total WBE % _____

Total MBE % _____

TARGETED BUSINESSES WHO WERE CONSIDERED BUT WERE NOT SELECTED:

Firm Name	Address	Telephone Number

Certification

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

Proposer Name: _____

Signature: _____

Date: _____

Name: _____

Title: _____

EXHIBIT A

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

ARTICLE I

PURPOSE

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

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

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

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

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

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

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

ARTICLE II

SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

UNION RECOGNITION

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

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

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

ARTICLE IV

UNION REPRESENTATION

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

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

ARTICLE V

WAGES AND BENEFITS

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

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

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

ARTICLE VI

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

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

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

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

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

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

ARTICLE VII

MANAGEMENT'S RIGHTS

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

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

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

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

ARTICLE VIII

WORK STOPPAGES AND LOCKOUTS

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

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

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

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

ARTICLE IX

DISPUTES AND GRIEVANCES

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

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

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

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

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

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

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

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

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

ARTICLE X

JURISDICTIONAL DISPUTES

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

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

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

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

ARTICLE XI

SUBCONTRACTING

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

ARTICLE XII

HELMETS TO HARDHATS

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

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

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

ARTICLE XIII

SAVINGS AND SEPARABILITY

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

ARTICLE XIV

EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE XV

DURATION OF THE AGREEMENT

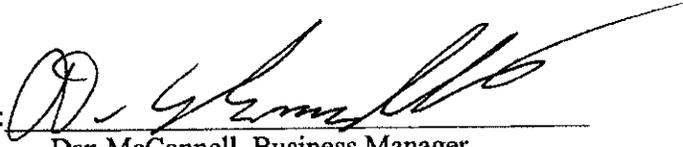
This Agreement shall be effective upon the opening of the Stadium after the completion of its construction pursuant to the separate Project Labor Agreement in effect for building the Stadium. This Agreement shall expire on August 1, 2021 or the date five years from the opening of the Stadium, whichever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

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

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

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

By: _____


Dan McConnell, Business Manager

Dated: _____

11/6/2015

FOR SMG, PROJECT CONTRACTOR

By: _____


[Insert Name and Title]

Patrick Talty, GM US Bank Stadium

Dated: _____

11/9/2015

SCHEDULE A

LOCAL COLLECTIVE BARGAINING AGREEMENTS

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

ATTACHMENT A

LETTER OF ASSENT

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

_____ [Contractor Name & Address] _____

By: _____

Its: _____

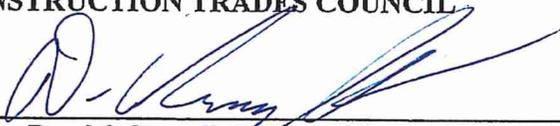
Dated: _____

ADDENDUM TO PROJECT LABOR AGREEMENT

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

**MINNEAPOLIS BUILDING &
CONSTRUCTION TRADES COUNCIL**

By:


Dan McConnell, Business Manager

MINNESOTA SPORTS FACILITIES AUTHORITY

By:


Michael Vekich, Chair

By:


James Farstad, Executive Director

Acknowledged and Agreed:

ASM GLOBAL

By:

Its:


Interim General Manager

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



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

Construction Type: Commercial

County Number: 27

County Name: HENNEPIN

Effective: 2019-12-16

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

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

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

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

County: HENNEPIN (27)

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2019-12-16	35.41	20.44	55.85
		2020-05-01	36.66	21.24	57.90
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2019-12-16	35.41	20.44	55.85
		2020-05-01	36.66	21.24	57.90
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2019-12-16	24.00	16.96	40.96
104	FLAG PERSON	2019-12-16	35.41	20.44	55.85
		2020-05-01	36.66	21.24	57.90
105*	WATCH PERSON	2019-12-16	30.48	19.29	49.77

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
106*	BLASTER	2019-12-16	35.11	19.64	54.75
107	PIPELAYER (WATER, SEWER AND GAS)	2019-12-16	35.30	20.44	55.74
108	TUNNEL MINER	2019-12-16	33.50	20.44	53.94
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2019-12-16	33.50	20.44	53.94
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2019-12-16	35.41	20.44	55.85
		2020-05-01	36.66	21.24	57.90
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2019-12-16	35.41	20.44	55.85
		2020-05-01	36.66	21.24	57.90
SPECIAL EQUIPMENT (201 - 204)					
201*	ARTICULATED HAULER	2019-12-16	38.13	20.30	58.43
202	BOOM TRUCK	2019-12-16	38.13	20.30	58.43
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2019-12-16	24.00	16.96	40.96

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
204*	OFF-ROAD TRUCK	2019-12-16	37.83	18.65	56.48
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2019-12-16	37.05	19.39	56.44
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2019-12-16	38.64	20.50	59.14
		2020-05-01	39.49	21.40	60.89
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3 *		2019-12-16	38.09	20.50	58.59
309	ASPHALT BITUMINOUS STABILIZER PLANT				
310	CABLEWAY				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
316	LOCOMOTIVE CRANE OPERATOR				
320	TANDEM SCRAPER				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2019-12-16	37.79	20.50	58.29
		2020-05-01	38.64	21.40	60.04
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
327	BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
336				
337				
338				
340				
341				
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347				
348				
349				
350				
352				
354				
356				
357				
359				
360				
361				
362				
363				
365				
367				
GROUP 5 *	2019-12-16	34.75	20.50	55.25
	2020-05-01	35.60	21.40	57.00
370				
371				
372				
375				
376				
377				
379				
381				
382				
383				
384				
385				
GROUP 6 *	2019-12-16	20.95	6.76	27.71

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
387				
389				
391				
393				
395				
396				
397				

COMMERCIAL POWER EQUIPMENT OPERATOR

GROUP 1	2019-12-16	43.59	20.55	64.14
	2020-05-01	44.44	21.70	66.14
501				
502				
503				
GROUP 2	2019-12-16	43.25	20.55	63.80
	2020-05-01	44.10	21.70	65.80
504				
505				
506				
507				
GROUP 3	2019-12-16	41.84	20.55	62.39
	2020-05-01	42.69	21.70	64.39
508				
509				
510				
511				
512				
513				
514				
GROUP 4	2019-12-16	41.50	20.55	62.05
	2020-05-01	42.35	21.70	64.05
515				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
516				
517				
518				
519				
520				
GROUP 5	2019-12-16	40.08	20.55	60.63
	2020-05-01	40.93	21.70	62.63
521				
522				
523				
524				
525				
526				
527				
528				
529				
530				
531				
532				
533				
534				
GROUP 6	2019-12-16	38.57	20.55	59.12
	2020-05-01	39.42	21.70	61.12
535				
536				
537				
538				
539				
540				
GROUP 7	2019-12-16	37.45	20.55	58.00
	2020-05-01	38.30	21.70	60.00
541				
542				
543				
544				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
545				
546				
547				
GROUP 8	2019-12-16	35.44	20.55	55.99
	2020-05-01	36.29	21.70	57.99
548				
549				
550				
TRUCK DRIVERS				
GROUP 1	2019-12-16	45.32	9.48	54.80
601				
602				
603				
GROUP 2 *	2019-12-16	21.10	6.76	27.86
604				
GROUP 3 *	2019-12-16	22.50	6.50	29.00
605				
606				
607				
GROUP 4	2019-12-16	35.82	8.18	44.00
608				
609				
610				
611				
612				
613				
614				
615				
616				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2019-12-16	45.69	25.86	71.55
		2020-06-01	48.29	25.86	74.15
702	BOILERMAKERS	2019-12-16	38.33	27.43	65.76
703	BRICKLAYERS	2019-12-16	40.31	21.32	61.63
		2020-05-01	42.41	21.32	63.73
704	CARPENTERS	2019-12-16	38.18	22.55	60.73
		2020-05-01	40.23	22.55	62.78
705	CARPET LAYERS (LINOLEUM)	2019-12-16	38.84	20.29	59.13
		2020-05-01	40.89	20.29	61.18
706	CEMENT MASONS	2019-12-16	39.81	20.42	60.23
		2020-05-01	41.81	20.42	62.23
707	ELECTRICIANS	2019-12-16	43.71	30.59	74.30
		2020-05-01	46.61	30.59	77.20
708	ELEVATOR CONSTRUCTORS	2019-12-16	49.91	39.24	89.15
		2020-01-01	51.55	40.48	92.03
709	GLAZIERS	2019-12-16	42.19	19.64	61.83
		2020-06-01	44.24	19.64	63.88
710	LATHERS	2019-12-16	38.18	22.55	60.73
		2020-05-01	40.23	22.55	62.78
712	IRONWORKERS	2019-12-16	37.60	29.40	67.00
		2020-05-01	39.65	29.40	69.05
714	MILLWRIGHT	2019-12-16	35.73	26.43	62.16
		2020-05-01	37.83	26.43	64.26
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2019-12-16	37.20	22.76	59.96
		2020-05-01	39.20	22.76	61.96

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2019-12-16	38.91	22.08	60.99
717	PIPEFITTERS . STEAMFITTERS	2019-12-16	46.77	28.67	75.44
		2020-05-01	49.27	28.67	77.94
718	PLASTERERS	2019-12-16	39.98	20.54	60.52
		2020-06-01	42.03	20.54	62.57
719	PLUMBERS	2019-12-16	48.12	25.33	73.45
		2020-05-01	50.87	25.33	76.20
720	ROOFER	2019-12-16	38.00	18.19	56.19
		2020-05-01	40.00	18.19	58.19
721	SHEET METAL WORKERS	2019-12-16	44.46	29.17	73.63
722	SPRINKLER FITTERS	2019-12-16	46.58	28.10	74.68
		2020-06-01	49.43	28.10	77.53
723	TERRAZZO WORKERS	2019-12-16	40.53	19.83	60.36
724	TILE SETTERS	2019-12-16	35.73	25.31	61.04
725	TILE FINISHERS	2019-12-16	29.45	20.33	49.78
726	DRYWALL TAPER	2019-12-16	35.40	23.44	58.84
		2020-05-04	37.40	23.44	60.84
727	WIRING SYSTEM TECHNICIAN	2019-12-16	40.17	17.63	57.80
		2020-07-01	41.42	17.63	59.05
728	WIRING SYSTEMS INSTALLER	2019-12-16	28.14	14.71	42.85
		2020-07-01	29.02	14.71	43.73
729	ASBESTOS ABATEMENT WORKER	2019-12-16	32.68	19.66	52.34
730	SIGN ERECTOR	2019-12-16	29.78	15.59	45.37

LABOR CODE AND CLASS

EFFECT DATE BASIC RATE FRINGE RATE TOTAL RATE