

REQUEST FOR PROPOSALS
FOR SEAT REMOVAL AND SALE SERVICES
HHH METRODOME
MINNEAPOLIS, MINNESOTA

A. Seat Removal Sales/Services

This RFP is being issued for the purpose of soliciting Proposals from firm(s) interested in becoming the Contractor for removal and sale of the Metrodome's riser mounted chairs in the seating bowl.

The successful Proposer to this RFP will be engaged to provide individual services described herein. The proposer shall fully cooperate and fully coordinate its work with the Authority and Construction Manager, M.A. Mortenson Company ("Mortenson"), to ensure all work is completed in the time frame allotted.

B. Intent and Process of this RFP

This RFP is focused on the selection of a firm(s) with significant experience to complete the work as required. The successful Proposer will provide the best value to the Authority and will have the Proposal that is most advantageous to the Authority as determined by the Authority in its sole discretion. Approximately 64000 seats are available to be removed.

C. Scope of Services by Contractor

1. Seating Services

The Proposer shall be required to:

Provide necessary insurance as required.

Provide a Performance Bond in the amount of \$2M

Perform the work in accordance with applicable project labor agreement

Remove fixed riser mounted seats within the time frame of 8am December 30, 2013 to noon January 17, 2014 from the stadium site. Note: the stadium will not be heated beginning January 15, 2014. Provide seats for pickup at the stadium at a cost not to exceed \$50 each to designated Minnesota public organizations & Minnesota 501C charities prior to January 18, 2014. The Authority will provide a listing of these organizations and quantities by December 18, 2013. The sale proceeds of seats provided to Authority designated non profit or public organizations are to reimburse Proposer for the expense of

seat removal, labor/transportation to a designated location on the Metrodome site, and costs to load onto those designated organizations delivery vehicles. Proposer shall receive and document those receipts. Proposer at its sole risk and expense sell any remaining seats at value it determines. Proposer shall provide profit sharing percentage of sales to the Authority for all seats sold beyond those provided to designated non profit or 501C Minnesota organizations.

Fully document all sales pricing, terms and sales amounts to the Authority for any and all sales, to the extent required by the Authority. Proposer is responsible for any and all labor & equipment costs, taxes, permits, or fees relative to the removal/sale of the riser mounted seats.

D. Requested Qualifications

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

- Substantial relevant experience in performing the services as outlined herein.

Proposals from Proposers who the Authority, in its sole discretion, deem not to have the required qualifications shall not be considered for award.

E. RFP Timeline

Advertise and issue Request for Proposals	December 15, 2013
Proposals Due	December 20, 2013; 1 pm
Selection of Contractor	December 23, 2013

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

F. Submittal Requirements – Indication of Interest and Qualifications

The following items shall be included in the Proposer's Indication of Interest and Qualifications:

- Proposer's name and address of office that would have central responsibility for the work. Identify the business form of Proposer and list the principal shareholders or other business owners. If the proposed form of entity is a joint venture, please identify each venturer and their respective percentage of participation. Provide a summary, on three pages or less, describing why the Proposer is the most qualified for the Project.
- Provide copies of Proposer's certificates of insurance showing Proposer's current total limits of liability for commercial general liability, worker's compensation, employer's liability, and business automobile liability
- Describe in detail how your firm meets or exceeds the qualifications requested in this RFP.
- Complete and submit a fully executed Acknowledgement and Attestation Form (**Exhibit E**)

- Submit response to State of Minnesota Affirmative Action Data form (attached **Exhibit J**) and Statement of Non Collusion (attached **Exhibit I**)

Similar Project Experience. Describe Proposer's experience with similar projects and discuss Proposer's view as to appropriate ways to proceed with this Project.

Other:

1. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the Installation Services. Include in resumes only projects similar to that for which these services are requested, firm worked for, and project title/responsibility. Provide key contact telephone, fax, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Confirm these key personnel are available to perform the Installation Services during the duration of those Work. Any other relevant experience pertinent to this Project shall be listed under "Other Significant Experience."
2. Project Specific Risks. Identify and describe the risks Proposer perceives as being significant for this Project, and how Proposer intends to mitigate, manage, and control the risks.
3. Safety. Describe Proposer's approach to maintaining a safe working environment and quality control. Include a discussion of any major safety items that are unique to completing this Project and Proposer's plan to address these items. List Proposer's OSHA Total Recordable Incidence Rate and Days Away Restricted or Transferred Incidence Rate for 2020 through 2012. Attach copies of Proposer's Form 300A Summary for these years as well. List Proposer's workers' compensation EMR for 2020 through 2012 and attach documentation for these years from Proposer's insurance carrier on their letterhead with their representative's signature and title. List the number of OSHA citations Proposer has received since January 1, 2020, and for each citation identify the date of the inspection, the state in which the inspection occurred, the type of citations. Attach copies of the citations, and describe the corrective actions taken and the resolution of such citations.
4. History of Disputes. Detail any mediation, arbitration, or litigation results or proceedings in process since year 2010, specifically including the claims and status of any currently pending mediation, arbitration or litigation proceedings.
5. Commercial Terms – Financial and Contractual Price Services. Please specify the commercial terms under which your firm will provide Services. List total number of seats expected to be removed.

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

This Request for Proposals, responses to it, and any subsequent negotiations and discussions shall in no way be deemed to create a binding contract or expectation of an agreement between the Proposer and the Authority and Team.

Each Proposer submitting a Proposal in response to this request acknowledges and agrees that the preparation of all materials for submittal to the Authority and Team and all presentation, related costs, and travel expenses are that Proposer's sole expense and the Authority shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposers. The Authority shall be allowed to keep any and all materials supplied by the Proposers in response to this RFP.

The Authority reserves the right to accept or reject any or all Proposals, to amend or alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in proposals submitted. Proposals are required to remain open and subject to acceptance until an award is finalized, or a minimum of ninety (90) days following the date of submission of Proposals. The Authority also reserves the right to accept or reject any individual sub-consultants that the successful Proposer proposes to use.

Each Proposer by submitting a Proposal in response to this request confirms that based upon Proposer's review of this RFP and its attachments, the fact that the Project must be completed in accordance with the Required Project Schedule.

G. Proposal Deadline

Proposals are due by 1:00 p.m. CST, December 20, 2013. One electronic copy and two bound copies of each document should be enclosed in a sealed envelope addressed to:

Seat Removal/Sales Proposal

Steven C. Maki, PE
Minnesota Sports Facilities Authority
900 South 5th St.
Minneapolis, MN 55415

H. Selection Criteria

The Authority will review the Indications of Interest and Qualifications from all Proposers. As described in this RFP, the Authority will review competing proposals to determine which final Proposal will be most advantageous to and in the best interest of the Authority. The Authority Notwithstanding anything herein to the contrary, the Authority reserves the right to select the Proposer that provides the Authority the most advantageous Proposal, determined with the aid and use of discussions and negotiations with Proposers. Price, and factors other than price, will be relevant to the evaluation of Proposals. In addition, no Proposer shall be entitled to rely on any oral representations or statements

made by the Authority during the RFP process. The Authority shall have the sole discretion to determine the responsiveness of Proposals, which the Proposers agree shall not be subject to challenge. Any protest or challenge to the procedures set forth in this RFP must be submitted in writing to the Authority within seven days after receipt of the RFP; otherwise such protest or challenge shall be deemed waived. By submitting an Indication of Interest and Qualifications, the Proposer affirms that it has no protest or challenge to the procedures set forth in this RFP. The Authority shall decide all matters raised in any protest or challenge in question, and its decision shall be final and not appealable unless arbitrary and capricious. In no event shall any Proposer be entitled to attorneys' fees, bid preparations costs, or other damages in a protest of an award pursuant to this RFP. The Authority reserves the right to waive any irregularities or information in the Proposals presented by any Proposer.

Any media request of the Proposers shall be directed to the CEO/Executive Director of the Authority during the receipt, analysis, selection and subsequent contract negotiation until award of said contract is approved by the Authority.

L. Minnesota Government Data Practices

All proposals are eventually subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13. Proposers shall note with their Proposal any proprietary information or other private data in their submittal.

M. List of Exhibits

Exhibit E	Acknowledgement and Attestation Form
Exhibit H	Project Labor Agreement
Exhibit I	Non Collusion Statement
Exhibit J	Minnesota Department of Human Rights form
Exhibit K	Standard Form Contract

EXHIBIT E

**NEW MINNESOTA MULTI PURPOSE STADIUM
ACKNOWLEDGEMENT AND ATTESTATION FORM**

(To Be Submitted With Indication of Interest and Qualifications)

In submitting these Qualifications for Seat Removal & Sale Services the undersigned has certified that the Proposer has reviewed the Request for Proposals/Qualifications for Seat Removal & Sale Services ("RFP") dated December 15, 2013 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein. The Proposer hereby agrees to handle any and all information provided with this RFQ and/or from the Authority on a confidential basis.

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

Proposer's Name _____

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____

Title: _____

Date: _____

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

EXHIBIT H

**PROJECT LABOR AGREEMENT
FOR
MINNESOTA MULTI-PURPOSE STADIUM**

ARTICLE I

PURPOSE

This Project Labor Agreement ("Agreement") is entered into this 22nd day of November 2013, by and between M.A. MORTENSON COMPANY ("Project Contractor") and the MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL (hereinafter called the "Council"), acting on its own behalf and on behalf of all the Building Trades Local Unions affiliated with the Council (hereinafter collectively called the "Union" or "Unions"), with respect to the construction of the MINNESOTA MULTI-PURPOSE STADIUM, (hereinafter called the "Project").

The term "Contractor" shall include all construction contractors and subcontractors of whatever tier engaged in onsite construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to M.A. MORTENSON COMPANY alone is intended, the term "Project Contractor" is used.

The Parties to this Agreement acknowledge that the construction of the Project is important to the development of MINNESOTA MULTI-PURPOSE STADIUM. The Parties recognize the need for the timely completion of the Project without 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 Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction project, to encourage close cooperation between the Contractor(s) 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 this 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 which may arise. Further, the Contractor(s) and all 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.

ARTICLE II

SCOPE OF AGREEMENT

Section 1. This Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work. The term "dedicated off-site work" as used herein means off-site construction work that is specifically and exclusively dedicated to the Project, did not exist before the Project, and will not exist after the Project is concluded. The scope of this Agreement excludes off-site fabrication, off-site manufacturing, and delivery.

The Project is defined as:

Site preparation and construction activities required to build the Stadium and Stadium Infrastructure, in accordance with the construction services agreement, and any amendments thereto, executed between the Minnesota Sports Facilities Authority and the Project Contractor, as those terms are defined in the construction services agreement.

It is agreed that the Project Contractor shall require all Contractors of whatever tier who have been awarded contracts for work covered by this Agreement to accept and be bound by the terms and conditions of this Project Agreement by executing the Letter of Assent (Attachment A) prior to commencing work. The Project Contractor shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project 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 under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruments calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, 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 Project 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 Project 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 which may occur at the Project site or be associated with the development of the Project.

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. The Council represents that it has the authority to legally bind itself and each of the Unions

referenced in the attached Schedule B, and to execute the Agreement on their behalf. The Council will make available for review, upon request by Mortenson, sufficient evidence that the Council has such authority to bind each Union.

Section 4. The Owner and/or 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 Project Agreement, should it be designated the successful bidder.

Section 5. Items specifically excluded from the scope of this Agreement include but are not limited to the following: as listed in Attachment B.

Section 6. The provisions of this Project Agreement shall not apply to the Minnesota Sports Facilities Authority (hereinafter "Owner") and Minnesota Vikings Football, LLC (hereinafter "Team"), and nothing contained herein shall be construed to prohibit or restrict the Owner or the Team or its employees from performing work not covered by this Project Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by the Owner, the Project Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by its contract with the Owner for the Project.

Section 7. It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project 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, the Team, Contractor(s) or any employer.

Section 9. It is understood and agreed that all Project work within the scope of the Agreement 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 collective bargaining agreements which form Schedule A, except that employers not party to any Agreements which 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. Unions recognize that all such hiring for the Project shall be subject to all necessary and reasonable good faith efforts to support accomplishment of the Equity Plan adopted by the Owner, and Unions agree to work and cooperate with the Employment Assistance Firm retained by the Owner to identify, train, and facilitate the hiring and utilization of minorities, women, and veterans for 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 or based on race, creed, color, sex, age, or national origin of such employee or applicant.

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 Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor and security and safety rules of the Project.

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

ARTICLE V

WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the applicable local collective bargaining agreements ("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, etc.) 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 this Project shall be those in the Schedule A CBAs in existence for the appropriate Unions on the date of this Project Agreement as contained in the attached Schedule A. 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 operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor saving devices. 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.

ARTICLE VIII

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs, sympathy strikes or actions, hand-billing (and similar visible demonstrations), or other disruptive activity for any reason by the Council, a Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of the Council, Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Council and Local Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing, sympathy strikes or actions, hand-billing (and similar visible demonstrations), or any other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including 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 Union shall be liable for acts of employees for whom it has no responsibility. The Building Trades Council Business Manager will immediately instruct, order and use the best efforts of his 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 a Union. The principal officer or officers of a Union will immediately instruct, order and use the best efforts of his or her office to cause the employees that the Union represents 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 the construction of the Project 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 of the Project, 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 and during the term of this Project 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 local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved 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 three (3) working 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 two (2) working days 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, 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 the Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working 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, the Director of Operations of the Project Contractor, and the involved Contractor shall meet within seven (7) working 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 fee 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 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 "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present 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 strike, work stoppage, slow-down, sympathy strikes or actions, handbilling or disruptive activity of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

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 who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE XII

EQUITY PLAN

Section 1. The Contractors and the Unions agree to promote the involvement of minorities, women, and veterans in the construction of the Project, in accordance with the Equity Plan adopted by the Owner.

Section 2. The Unions and Contractors acknowledge all goals, requirements, and other details of the Equity Plan and are mutually committed to successful achievement of the Plan including assisting women, minorities, and veterans to develop life-long careers and also to increase the community's capacity to provide the appropriate workforce for future projects.

Section 3. Specifically, the Unions and Contractors collectively and each Union and Contractor individually recognize the Workforce Goals established within the Equity Plan for the Project (32% minority, 6% female) and agree, in mutual cooperation, to take all necessary and reasonable good faith efforts to support accomplishment of these goals (such measures shall include evidence of all good faith efforts undertaken by both Contractors and Unions to increase minority and female participation in the Project).

Section 4. Appendix E of the Project Equity Plan identifies certain minimum requirements for Good Faith Efforts to be exercised by Contractors. Unions agree to fully support these Good Faith Efforts.

ARTICLE XIII

SAVINGS AND SEPARABILITY

It is not the intention of 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 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

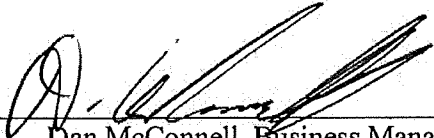
DURATION OF THE AGREEMENT

This Project Agreement shall be effective on November 22, 2013 and shall continue in full force and effect for the duration of the Project construction work as described and defined in Articles I and II of this Agreement.

The applicable provisions of the CBAs included in Schedule A of this Project 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.

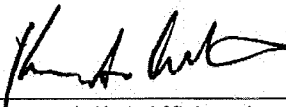
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year above written.

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

By: 
Dan McConnell, Business Manager

Dated: 11/22/2013

**FOR M.A. MORTENSON COMPANY,
PROJECT CONTRACTOR**

By: 
Kendall Griffith, Vice President

Dated: 11.22.13

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 Local Unions directly or the:

Minneapolis Building and Construction Trades Council
312 Central Avenue, Suite 556
Minneapolis, MN 55414
Phone: (612) 379-4234 Fax: (612) 379-4479
E-mail: dee@mplsbldgtrades.org

SCHEDULE B

Boilermakers Local 647

Bricklayers Local 1

Carpenters Local 322 and North Central States Regional Council of Carpenters

Cement Masons Local 633

City Employees Local 363 and Laborers District Council of Minnesota and North Dakota

Laborers Local 563 and Laborers District Council of Minnesota and North Dakota

IBEW Local 292

Elevator Constructors Local 9

Glaziers Local 1324 and Painters District Council 82

Heat and Frost Insulators Local 34

Iron Workers Local 512

Iron Workers Local 535

Millwrights Local 548 and North Central States Regional Council of Carpenters

MN Interior Systems Local 68 and North Central States Regional Council of Carpenters

Operating Engineers Local 49

Painters Local 386 and Painters District Council 82

Pile Drivers Local 1847 and North Central States Regional Council of Carpenters

Pipefitters Local 539

Plasterers Local 265

Plumbers Local 15

Roofers Local 96

Sheet Metal Workers Local 10

Sign and Display Local 880 and Painters District Council 82

Sprinklerfitters Local 417

ATTACHMENT A

LETTER OF ASSENT

_____ hereby agrees to accept and be bound by the terms and conditions of the Project Labor Agreement between M.A. MORTENSON COMPANY and the MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, dated and effective _____, for MINNESOTA MULTI-PURPOSE STADIUM with respect to all construction work at the site of the construction and during the course of the construction as those terms are used or defined in the Project Labor Agreement.

By: _____

Its: _____

Dated: _____

ATTACHMENT B

EXCLUSIONS

Items specifically excluded from the scope of this Agreement include:

1. Work performed by executives, field engineers, office engineers, designers, inspectors, quality control personnel, draft persons, superintendents, time keepers, messengers, office workers, guards, emergency medical and first aid technicians and other administrative or professional employees;
2. Laboratory testing, specialty testing, and inspections not ordinarily performed by construction craft personnel represented by the Unions;
3. Surveying and other elevation control work;
4. Work performed by individuals commissioned as artisans for sculptures, paintings, murals, or similar works of art;
5. Work performed pursuant to contracts with the City of Minneapolis, Hennepin County, or similar governmental entity (other than the Minnesota Sports Facilities Authority) for infrastructure work, whether or not the work is required as a result of the Project;
6. Work performed by or under a contract with public utility companies to provide utility work for this Project, whether or not this work is on the Stadium Site;
7. Weekly cleaning of the Project Contractor's and other Contractor's management office trailers;
8. Work performed under existing contracts, annually-renewed contracts, or contracts for emergency work associated with ongoing operation, maintenance, and repair of the Metrodome prior to commencement of the demolition phase of the Project;
9. Certain features of the scoreboards, lighting, telephone video equipment, sound equipment, fire alarms, security systems, and fiber optic and connectivity systems may require persons trained by the manufacturer for proper and warranted assembly, start-up, testing, and programming of this equipment; all such assembly, start-up, testing, and programming work is excluded from the PLA to the extent that persons trained by the manufacturer are necessary to perform the work and construction craft personnel represented by the Unions are not qualified to perform the work.

EXHIBIT E

**NEW MINNESOTA MULTI PURPOSE STADIUM
ACKNOWLEDGEMENT AND ATTESTATION FORM
(To Be Submitted With Indication of Interest and Qualifications)**

In submitting these Qualifications for Seat Removal/Sale Services the undersigned has certified that the Proposer has reviewed the Request for Proposals/Qualifications for Seat Removal/Sales Services ("RFP") dated December 15, 2013 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein. The Proposer hereby agrees to handle any and all information provided with this RFQ and/or from the Authority on a confidential basis.

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

Proposer's Name _____

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____

Title: _____

Date: _____

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

EXHIBIT

I

NON-COLLUSION STATEMENT

STATE OF _____

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he or she is

_____ Title of Person Signing

of _____

_____ Name of Proposer

that all statements made and facts set out in the proposal for the above project are true and correct; and the proposer (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that proposer is not financially interested in, or financially affiliated with, any other proposer for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

_____ Notary Public

My Commission Expires

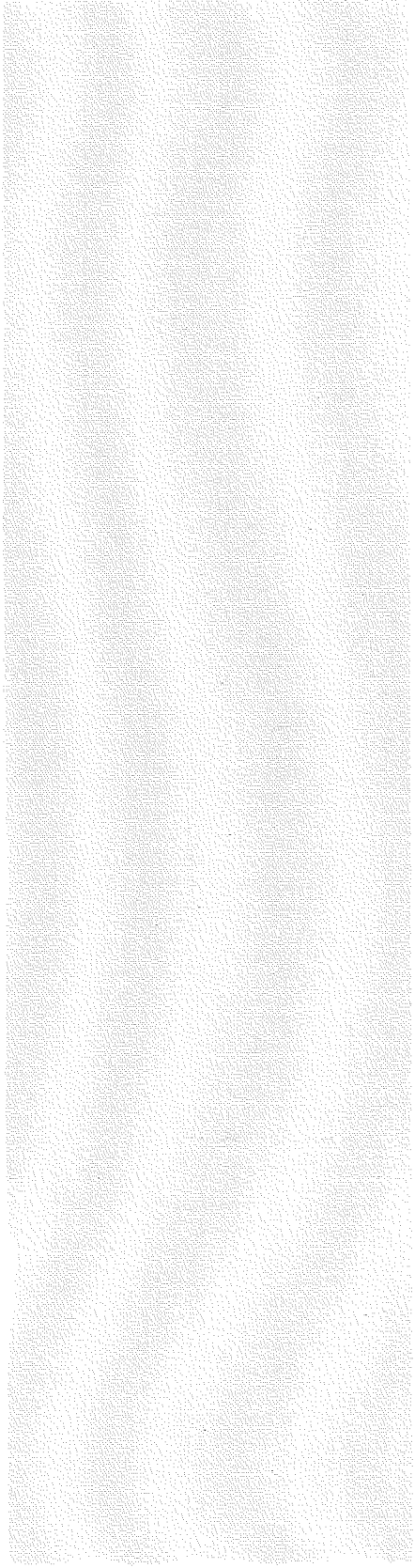


EXHIBIT J

State Of Minnesota – Affirmative Action Data Page (For responses in excess of \$100,000 only)

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

How to determine which boxes to complete on this form:

	Then you must complete these boxes...	BOX A	BOX B	BOX C	BOX D
On any single working day within the past 12 months, if your company...					
Employed more than 40 full-time employees in Minnesota		*			*
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business			*		*
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business.				*	*

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or–
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX D.** Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For companies which *have not* had more than 40 full-time employees in Minnesota but *have* employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For those companies not described in **BOX A** or **BOX B**

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D**

BOX D – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th Street, Suite 700
St. Paul, MN 55101

Website: www.humanrights.state.mn.us
Email: employerinfo@therightspplace.net

Metro: (651) 296-5663
Toll Free: 800-657-3704
Fax: (651) 296-9042
TTY: (651) 296-1283

Exhibit K

PROFESSIONAL SERVICES AGREEMENT

DATE: December X, 2013

BETWEEN: MINNESOTA SPORTS FACILITIES AUTHORITY, a public body, corporate and politic and political subdivision of the State of Minnesota

900 South Fifth Street
Minneapolis, Minnesota 55414 (“Authority”)

AND: XXXXX (“Contractor”)

RECITALS

WHEREAS, the Minnesota Sports Facilities Authority (the “Authority”) was established pursuant to 2012 Minnesota Laws, Chapter 299 (the “Act”) to perform the functions described in the Act.

WHEREAS, the Authority is in need of consulting service relating to seat removal and sale in connection with the development, design, and construction of a new stadium and some or all of the related stadium infrastructure in downtown Minneapolis, Minnesota (“Project”), pursuant to Minnesota Laws 2012, Ch. 299 (the “Act”).

WHEREAS, the Project will be used as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities.

WHEREAS, the Project is to be located on a site partially including the site of the current Hubert H. Humphrey Metrodome (the “Existing Stadium”) and also including additional adjacent land to be acquired, in Minneapolis, Minnesota.

WHEREAS, Contractor represents that Contractor possess the requisite expertise and experience to perform the services required of Contractor as further set forth herein, and that Contractor are duly qualified, lawfully authorized, and hold all applicable licenses and registrations to perform all services described in this Agreement to the satisfaction of the Authority.

WHEREAS, the Authority and Contractor now desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are an integral part and hereby expressly incorporated by reference in this Agreement, the following terms and conditions, and such other and further consideration, receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows.

1. **Defined Terms:** As used in this Agreement, the following terms have the following meanings:

“Act” means 2012 Minnesota Laws, Ch. 299.

“Agreement” means the professional services agreement by and between the Authority and Contractor dated August 6, 2013.

“Applicable Laws” means all applicable federal, state, and local laws, ordinances, rules, and regulations that apply to any and all services provided by the Contractor pursuant to this Agreement.

“Application for Payment” means the submittal of a request for payment on the Authority’s form and in conformity with the guidelines for receiving payment under this Agreement.

“Authority” means the Minnesota Sports Facilities Authority established pursuant to 2012 Minnesota Laws, Chapter 299 (the “Act”).

“Contractor” means XXXXXXXXXXXX.

“Existing Stadium” means the Hubert H. Humphrey Metrodome located at 900 South Fifth Street, Minneapolis, Minnesota.

“Project” means development, design, and construction of a new Stadium and some or all of the related Stadium Infrastructure in downtown Minneapolis, Minnesota pursuant to the Act.

“Required Services” means all of the obligations undertaken by Contractor in this Agreement and its exhibits, including, but not limited to the services identified in **Section 2**, Scope of Service and **Section 4**, Contractor’s Duties.

“Standard of Care” means the standard of professional care, skill, diligence and quality that prevails among similarly situated members of the same profession currently practicing under similar circumstances and in accordance with **Exhibit C** on facilities of similar scope, function, size, quality, complexity and detail as the Project in comparable urban areas throughout the United States, and further including performance in accordance with all Applicable Law and the NFL Rules and Regulations.

“Team” means Minnesota Vikings Football, LLC, a Delaware limited liability company authorized and doing business in the State of Minnesota.

2. **Scope of Services:** Contractor shall timely perform the Required Services for the Authority pursuant to the Standard of Care and to the reasonable satisfaction of the Authority. Contractor shall only allow competent, trained employees to perform the Required Services, and Contractor shall adequately supervise its employees to perform the Required Services on its behalf. All such employees shall be properly

licensed and/or certified, if required by Applicable Laws, for the work they are to perform. The Required Services shall include, but not be limited to, the Required Services set forth in **Exhibit C** (the "Required Services").

3. **Term of the Agreement:**

- 3.1 Effective date: December X, 2013 ("Effective Date"). The Contractor must not begin work under this Agreement until this Agreement is fully executed or the Contractor has been notified by the Authority to begin the work.
- 3.2 Expiration date: February 1, 2016, or until all Contractor's obligations have been satisfactorily fulfilled, whichever occurs first.
- 3.3 The following sections survive the expiration or termination of this Agreement: 10 Insurance; 12 Audits; 13 Intellectual Property and Government Data Practices; 15 Publicity and Endorsement; 17 Contractor's Records and Data Safeguarding; 18 Governing Law and Dispute Resolution.

4. **Contractor's Duties:**

- 4.1 The Contractor, who is not an employee of the Authority, Team or Indemnitees, will perform all Required Services in a timely manner in full accordance with the Contractor's Standard of Care.
- 4.2 Consistent and in full compliance with its Standard of Care, the Contractor shall use its expertise to perform the Required Services in an expeditious and economical manner and in furtherance of the interests of the Authority.
- 4.3 Contractor warrants that it now has all personnel required to perform the Required Services. Contractor's principal-in-charge for this Agreement shall be _____, and shall materially participate in the performance of the Required Services.

5. **Time:**

- 5.1 The Contractor shall adhere to, and timely perform the Required Services in accordance with, the Schedule set forth in **Exhibit D** ("Schedule"), as may be modified in writing from time to time by the Authority and Contractor. In the performance of this Agreement, time is of the essence.

6. **Consideration and Payment:**

- 6.1 The Authority will pay for all services performed by the Contractor under this Agreement in accordance with the fee schedule set out in **Exhibit E**.
- 6.2 Prior to being entitled to receive payments, the Contractor shall submit to the Authority or its designee itemized Applications for Payment in a format to be

approved by the Authority in its reasonable discretion, supported by such data as the Authority may deem reasonably necessary to substantiate the Contractor's right to payment. The Contractor shall submit an Application for Payment only during the last five (5) business days of any month. Applications for Payment submitted at any other time during the month will be deemed to have been submitted on the last day of that month. The Authority or its designee shall approve or reject all or part of Contractor's Application for Payment on or before the fifteenth (15th) day of the following month.

6.3 Such amounts as the Authority may approve, consistent with the terms hereof, shall be payable to Contractor not later than the last business day of the month following the month in which the Application for Payment is received by the Authority.

6.4 Contractor shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles.

7. **Conditions of Payment:**

7.1 All services provided by the Contractor under this Agreement must be performed to the Authority's satisfaction, as determined at the reasonable discretion of the Authority and in accordance with all Applicable Laws. The Contractor will not receive payment for work found by the Authority to be unsatisfactory or performed in violation of Applicable Laws.

8. **Assignment, Amendments, Waiver, and Contract Complete:**

8.1 The Contractor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Authority and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. Any attempted assignment without said consent shall be void and of no effect. The Authority may assign or otherwise transfer or dispose of all or a portion of this Agreement in its sole discretion and without the consent of the Contractor. The Contractor shall execute all consents reasonably required to facilitate such assignment or other transfer.

8.2 Any amendment to this Agreement must be in writing and will not be effective until it has been executed and delivered by each party to this Agreement.

8.3 If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it. No waiver shall be effective against one party unless in writing specifically expressing such waiver signed by a person duly authorized by that party in advance to sign such waiver.

8.4 This Agreement contains all negotiations and agreements between the Authority and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. **Indemnification:**

9.1 Contractor shall defend, indemnify, save, and hold harmless the Authority, the Team, and their officials, board members, directors, officers, shareholders, members, owners, agents, affiliates, lenders, assigns, heirs, estates, attorneys, employees of any of them, and others acting on behalf of the Authority ("Indemnitees") from and against any claims, damages, liabilities, losses, causes of action, judgments, costs and expenses (specifically including attorneys' fees and costs, court fees and costs, and arbitration fees and costs incurred to defend the Authority) arising from or alleged to have arisen from the performance by, negligent or wrongful acts, errors or omissions of the Contractor or the Contractor's agents, employees, subcontractors or delegates, or the Contractor's breach of this Agreement, and the Contractor's liability shall not be limited by the amount or limits of insurance Contractor procures to insure its obligations to the Authority and Indemnitees under this section.

9.2 Contractor acknowledges and agrees that it has an independent obligation under this Agreement to procure and maintain such insurance as will insure the Contractor's obligations in this Agreement including **Section 9.1**, and further agrees that such insurance is commercially available.

9.4 Contractor acknowledges and agrees that it has an independent obligation under this Agreement to procure and maintain such insurance as will insure the Contractor's obligations in this Agreement including **Section 9.1**, and further agrees that such insurance is commercially available.

10. **Insurance:**

10.1 Without limiting any liabilities or any other obligations, Contractor, at its own expense, shall provide and maintain for all Services performed pursuant to this Agreement or for the Authority and Indemnitees the minimum insurance coverage of the types and amounts listed below.

10.1.1 Commercial General Liability (CGL)

.1 Contractor shall maintain CGL with a limit of not less than one-million and 00/100 dollars (\$1,000,000) each occurrence and two-million and 00/100 dollars (\$2,000,000) aggregate. The Authority and the Indemnitees shall be included as an additional insured under the CGL for all matters arising out of Contractor's services provided under this Agreement.

.2 CGL insurance shall be written on Insurance Services Office, Inc. (ISO) occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The Authority and Indemnitees

shall be included as an insured under the CGL. The additional insured endorsement shall include both "on-going operations" and liability arising from "your work/completed operations" (the equivalent of ISO additional insured endorsement ISO CG 20 10 10 01 and ISO CG 20 37 10 01 (both are required) or a substitute providing equivalent coverage. Such insurance shall include, but not be limited to, coverages for bodily injury, property damage, personal and advertising injury, contractual liability (applying to this Agreement), independent contracts, and products-completed operations liability.

- .3 This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority and Indemnitees. There shall be no endorsement or modification of the commercial general liability to make it excess over other available insurance; alternatively, if the commercial general liability states it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insureds.
- .4 There shall be no endorsement or modification of the commercial general liability limiting the scope of coverage for liability assumed under this Agreement.

10.1.2 Commercial or Business Automobile Liability

- .1 Contractor shall maintain business/commercial automobile liability and, if necessary, commercial umbrella liability insurance with a limit of not less than one-million and 00/100 dollars (\$1,000,000) each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned vehicles).
- .2 Coverage as required by this section shall be written on a standard ISO business auto, garage, truckers, or motor carrier policy form. Insurance coverage as required by this section shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. Contractor shall effect additional insured status for the Authority and Indemnitees under coverage required by this section using ISO endorsement CA 20 48 or an equivalent form. Contractor waives all rights against the Authority and Indemnitees, their agents, directors, officers, members, employees, owners, and employees for recovery of damages to the extent such damages are covered by the business automobile liability or commercial excess liability insurance obtained by Contractor pursuant to this Agreement.

10.1.3 Workers' Compensation and Employer's Liability

- .1 Contractor shall maintain workers' compensation and employer's liability insurance.
- .2 The workers compensation coverage shall be in an amount no less than the applicable state's statutory requirements.
- .3 The commercial umbrella/or employer's liability limits shall not be less than one-million and 00/100 dollars (\$1,000,000) each accident for bodily injury by accident or one-million and 00/100 dollars (\$1,000,000) each employee for bodily injury by disease.
- .4 Except as otherwise provided herein, Contractor waives all rights against the Authority, and their employees, officers, directors and agents for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
- .5 The Contractor certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered employees of the Authority. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Authority's 's obligation or responsibility.

10.1.4 Umbrella or Excess Liability.

- .1 Umbrella or Excess Liability Insurance in the amount of at least \$10,000,000 Each Occurrence and, \$10,000,000 in Aggregate providing coverage excess of CGL, Employers Liability and Auto as required above. Coverage shall be at least as broad as the underlying coverage, including but not limited to completed operations and contractual liability.
- .2 The Authority and the Indemnitees shall be included as an additional insured under the CGL a for all matters arising out of Contractor's services provided under this Agreement.

10.1.5 (not used)

10.1.6 Insurers; Policies. All policies of insurance required hereunder shall be issued by financially responsible insurers, and all such insurers must be acceptable to the Authority and Team. Such acceptance by the Authority and Team shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:X shall be conclusively deemed to be acceptable. In all other instances, the Authority and Team shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to the Authority. If the Authority and Team do not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to the Authority and Team.

10.2 Evidence of Insurance

10.2.1 Contractor shall, prior to commencement of any services related to this Agreement, furnish the Authority and Team with Certificate(s) of Insurance executed by a duly authorized representative of respective insurer(s) showing compliance with the requirements set forth above. Such Certificate(s) of Insurance shall be presented not later than one week prior to the Effective Date of this Agreement. Contractor shall also provide copies of its insurance policies as requested by the Authority.

10.2.2 All Certificates of Insurance shall provide for thirty (30) days written notice to Authority and Team prior to cancellation or material change of any insurance referred to therein.

10.2.3 The Description of Operations Section of Certificate of Insurance shall reference the individuals from the Authority who will be in charge of administration of the Agreement.

11. **Independent Contractors:**

11.1 All of Contractor's employees and agents, furnishing services under this Agreement shall be deemed employees solely of Contractor, and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of the Authority, Team or Indemnitees. Contractor shall perform all services as an independent contractor and shall assume all its liabilities as such. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties shall be binding on the Authority, Team or Indemnitees, except those acts or representations that are explicitly authorized in a writing executed in advance. Except as explicitly authorized in a writing executed in advance, Contractor will make all purchases in its own name and shall not attempt in any way to bind the Authority, Team or Indemnitees in its contractual agreements, whether written or oral. The relationship between Contractor and the Authority, Team and Indemnitees is that of independent contracting entities. Neither shall be construed to be the employee of the other.

- 11.2 Contractor and its agents and employees shall at all times be independent contractors and shall not, under any circumstances, be considered or hold themselves out to be agents or employees of the Authority, Team or Indemnitees. Contractor further agrees that no tax assessment of Contractor or of its agents or employees shall become an obligation of the Authority, Team or Indemnitees by reason of this Agreement.
- 11.3 Contractor shall be fully responsible for the acts of its employees and agents and shall take all reasonable precautions to prevent injury or loss and shall be responsible for all damage caused by Contractor or its employees or agents.
- 11.4 Contractor shall strictly observe and comply with all Applicable Laws concerning hours of work, age, compensation, working conditions, payroll taxes and other conditions of employment. Contractor shall pay wages at a rate not less than the prevailing wage rate as determined under the Minnesota Prevailing Wage Law, Minnesota Statutes, Section 177.42.

12. **Audits and Record-Keeping:**

- 12.1 Subject to the confidentiality requirements of **Section 17** hereof, Contractor agrees that the Authority and Team, or any of their duly authorized representatives, at any time during the term of the Agreement, shall have access to, and the right to audit and examine, with reasonable notice, any pertinent books, documents, papers, and records of Contractor related to Contractor's charges and performance under this Agreement. The Contractor agrees to make such books, documents, papers and records available to the Authority during normal business hours upon request. Contractor agrees to refund to the Authority any overpayment disclosed by such audit within thirty (30) days of notice by the Authority if such audit finding is not in dispute, and, in the event any such audit shall disclose an overpayment by the Authority of greater than 10% of the amount properly owed, the Contractor shall pay the cost of such audit if such audit finding is not in dispute. If Contractor disputes the findings of such audit, it may make a claim pursuant to the requirements of **Section 18.2** hereof.
- 12.2 Subject to the confidentiality requirements of **Section 17** hereof, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Authority as appropriate, for a minimum of four (4) years from the end of the Agreement. The Contractor agrees to make such books, records, documents, procedures and practices available to the Authority during normal business hours upon request, provided that any such access shall be provided at the expense of the Authority.

13. **Equal Opportunity:**

- 13.1 The Contractor shall comply with all Applicable Laws and any special requirements regarding equal employment opportunity, including but not limited to the completing the Minnesota Affirmative Action Data Page referenced in the

Request for Qualifications/Proposals (RFQ/RFP).

- 13.2 If the Contractor has had more than forty (40) full-time employees within the State of Minnesota on a single working day during the previous twelve (12) months, the Contractor must comply with the following Affirmative Action requirements for disabled workers:
- .1 The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - .2 The Contractor will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

14. **Publicity and Endorsement:**

14.1 Publicity. Any publicity regarding the subject matter of this Agreement must identify the Authority and Team as the sponsoring agency and must not be released without prior written approval from the Authority, Team and Contractor. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, with respect to the program, publications, or services provided resulting from this Agreement.

14.2 Endorsement. The Contractor must not claim that the Authority or Team endorses its products or services.

15. **Compliance With Laws:**

15.1 Contractor shall comply with all Applicable Laws of any federal, state, county, or municipal government, bureau, or department relative to all of its activities and shall obtain and maintain all necessary licenses, registrations, certifications, and permits at its sole cost and expense. The Authority and Indemnitees shall have no responsibility for fines, penalties or sanctions incurred due to acts or

omissions of Contractor, its employees, or agents under this section.

16. **Contractor's Records and Data Safeguarding :**

- 16.1 The Authority and Team shall be permitted access to all of the Contractor's records, books, vouchers, correspondence, instructions, drawings, receipts, memoranda and similar materials relating to this Agreement. Contractor shall preserve all such material for a period of two years after final payment under this Agreement.
- 16.2 Contractor (including its respective officers, trustees, employees, agents, and assigns) shall keep confidential any and all information which is marked "Confidential" and obtained from the Authority, Team or an Indemnitee concerning the assets, properties, business, services, clients, trade secrets, organizational structure, philosophy, objectives, financial plans and results, and other information relating to the other party (the "Confidential Information") and shall not use such information (including without limitation this Agreement) for any purpose other than the purposes contemplated under this Agreement. However, any such information may be disclosed to employees and agents of Contractor to the extent that such persons, in Contractor's considered judgment, need access to such information to enable Contractor to perform its obligations under this Agreement. This covenant shall survive the termination of this Agreement. To the extent Contractor believes any such confidential information must be disclosed to insurance carriers in the furtherance of performing its obligations under this Agreement, Contractor shall provide the party designating the information as "Confidential" prior written notice and must further receive prior written consent from the designating party prior to any such disclosure.
- 16.3 Contractor shall take all steps necessary to safeguard any data, files, reports, or other information from loss, destruction, erasure, or release to outside parties, including but not limited to any and all Confidential Information. All costs, expenses, or damages resulting from the loss of such data shall be borne by the Contractor when such loss or damage occurred through the negligence of the Contractor. Any personally identifiable information including personal contact information may not be used for any purpose other than servicing this Agreement. The Contractor may not make any disclosures of it to anyone other than the Authority without providing notice to the Authority and Team and complying with Applicable Law.
- 16.4 Notwithstanding anything to the contrary in this **Section 17** or elsewhere in this Agreement, unless consented to by the Team, nothing in this Agreement shall be deemed to authorize the Contractor to provide the Authority or other persons or entities access to, and Contractor shall not disclose, confidential or proprietary data or information provided to the Contractor by the Team or its affiliates. Contractor shall be required to execute a separate agreement with the Team concerning the safeguarding of data or other information provided to the

Consultant by the Team or its affiliates.

17. **Governing Law and Dispute Resolution:**

17.1 Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Notwithstanding anything in this Agreement to the contrary, the Authority does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466, or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by Contractor or any third party.

17.2 The Authority and Contractor agree that if a dispute of any nature arises out of this Agreement, they will first try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules. If the dispute is not resolved by mediation, the dispute shall be litigated in the Minnesota Courts located in Hennepin County, Minnesota.

18. **Termination:**

18.1 Termination by the Authority. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services timely and satisfactorily performed as Contractor's sole and exclusive remedy. In the event any party terminates for cause, and such termination is later determined to have been unjustified, then such termination shall be deemed to have been for convenience and such party's remedies shall be limited to the sole and exclusive remedy specified in this section. In no event shall any party be liable for lost anticipated profits or consequential damages.

18.2 Termination for Insufficient Funding. The Authority may immediately terminate this Agreement if it does not obtain funding; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Notice of termination must be in writing pursuant to **Section 19.1**. The Authority is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services timely and satisfactorily performed. The Authority will not be assessed any penalty if the Agreement is terminated for lack of funding.

19. **Notice:**

19.1 All notices, demands, consents or approvals required or permitted under this Agreement shall be in writing and shall be deemed effective (a) when personally delivered, (b) when sent by facsimile with receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight courier which routinely issues receipts, addressed to the party at the address stated below, or

(d) three business days after being placed in the United States mails by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated below:

Authority at: Minnesota Sports Facilities Authority
900 South Fifth Street
Minneapolis, Minnesota 55415
Attention: Ted Mondale, CEO/Executive Director
Facsimile No. (612) 332- 8334

With copies to: Dorsey & Whitney, LLP
Suite 1500
50 South Sixth Street
Minneapolis, MN 55402-1498
Attention: Jay L. Lindgren
Facsimile No. 612-340-2868

Fabyanske, Westra, Hart & Thomson PA
800 LaSalle Avenue, Suite 1900
Minneapolis, MN 55402
Attention: Dean B. Thomson
Facsimile No. 612-359-7602

Contractor at: XXXXXX

or at such other place or places as either party may hereafter designate in writing.

20. **Independence of the Contractor and Authority:**

- 20.1 Contractor represents and warrants that no trustee, officer, employee, student or agent of the Authority has been or will be employed, retained or paid a fee, or otherwise receive or will receive any personal compensation or consideration of any kind by or from Contractor's directors, officers, employees, or agents in connection with obtaining, arranging, negotiating, or performing this Agreement.
- 20.2 The Authority may provide Contractor with a statement of rules and regulations to be followed by Contractor and its employees and agents in the Project. Such rules and regulations may be amended from time to time by the Authority.
- 20.3 No person or persons other than those employed by Contractor shall have any financial or personal interest in Contractor's performance hereunder.
- 20.4 No person acting for or employed by the Authority is now or will hereafter be directly or indirectly involved on behalf of Contractor in this Agreement, or in the service and work to which it relates, or in any portion of the profits thereof in any

manner.

21. **Miscellaneous:**

- 21.1 The persons executing this Agreement on behalf of each party hereto warrant and represent that they have full power and authority to do so.
- 21.2 Section headings herein are inserted only for convenience of reference, and shall in no way define, limit, or prescribe the scope or extent of any provisions of this Agreement.
- 21.3 In the event of any conflict between this Agreement and anything contained in the Exhibits hereto, the provisions of this Agreement shall govern.
- 21.5 If any term or provisions of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 21.6 The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.
- 21.8 The rights and remedies provided for in this Agreement are in addition to any other rights and remedies provided by law.
- 21.9 In the execution of the Agreement, the Contractor agrees, consistent with the policies of the Authority, not to discriminate on the grounds of race, color, sex, national origin or citizenship status, age, disability, or veteran status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
- 21.10 This is a non-exclusive Agreement. The Authority may contract with more than one contractor for similar services provided during the term of this Agreement. Contractor acknowledges that entry into an Agreement to provide services to the Authority does not obligate the Authority to purchase products or services from Contractor any minimum number of occasions, or at all, during the Agreement term.
- 21.11 Contractor is free to contract for similar services with other parties while this Agreement is in force; provided, however that Contractor shall not contract with other parties whose interests would be in conflict with the Authority without the Authority's and Team's prior written consent after full disclosure of the proposed contract by Contractor. Contractor represents that it has no conflicts of interest with respect to this Agreement.
- 21.12 Contractor shall insure that its employees and agents do not disturb the personal

property of any tenant or any of the equipment or supplies belonging to or leased by the Project, Authority . Contractor will establish procedures for security for its employees and agents.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, Authority and Contractor have executed this Agreement as of the date at the beginning of this Agreement.

CONTRACTOR:

XXXXXXXX

By: _____

Its: _____

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____

Name: Michele Kelm-Helgen

Title: Chair

By: _____

Name: Ted Mondale

Title: CEO/Executive Director