

**Delta Club Video Wall**

(6) 2-gang boxes.

Each box to be located directly behind a corresponding Samsung UE55D TV location.

Each box to include (1) Edison duplex receptacle and (1) RJ-45 connection.

A new, dedicated circuit will service the (6) total receptacles.

**[See next page for drawings]**



↗ DELTA SKYCLUB CLUB  
P-15  
TUM & TOUCHDOWN  
SUITE  
→ METROTRONIC CLUB V6-V10  
EXIT TO "A" STREET

SECTIONS  
V6-V10  
→





SECTIONS 131-135 →

RECYCLING  
BIN  
FOR  
PAPER, CARDS,  
METAL  
& GLASS

paper cans  
metal



MEDTRONIC CLUB

SECTIONS  
V6-V10  
→

DELTA SKY360 CLUB T1-F5  
TURF & TOUCHDOWN SUITES

DELTA  
SKY360 CLUB



EVACUATOR POS  
IN CASE OF FIRE  
PLEASE GET OFF AND  
GET TO NEAREST  
EXIT

SECTIONS 131-135

SECTIONS  
V6-V10

METRONIC CLUB

DELTA SKY360° CLUB F1-F5  
OFF STRUCTURE WEBSITES

DELTA  
SKY360° CLUB



**Mill City Flex Conversion Stand Section 130 Video Wall**

(10) 2-gang boxes.

Each box to be located directly behind a corresponding Samsung UE55D TV location.

Each box to include (1) Edison duplex receptacle and (1) RJ-45 connection for DMP: Bright Sign CV-UHD.

A new, dedicated circuit will service the (10) total receptacles.

**[See next page for drawings]**

SECONDARY WASTE

COCKTAILS

MINNEAPOLIS COCKTAIL CO

COCKTAILS SOLD HERE

Bank  
of America

### **JBT Section 143 (Copper & Fiber)**

- Provide and install one (1) 6-data surface mount outlet.
  - These outlets represent six (6) new Category 6A Network Infrastructure (NI) cables from the JBT Far Right Sideline to IDF 1D2.
- Provide and install one (1) 24-strand Fiber connection from the JBT to the Cross Connect 01.14.26.
  - Provide and install two (2) 1RU Stainless Steel 24-position ST-Connector Panels. One (1) located at the JBT Section 143 – One (1) located at the Cross Connect 1.14.26.
  - These outlets represent one (1) 24-strand Single Mode Armored Fiber Optic Cable from the JBT Section 143 to the Cross Connect 01.14.26.
  - Terminate the fiber optic cable with ST Fusion Spliced Connectors.

## **JBA/JBE Field Far Right Slash (Fiber)**

### **JBA**

- Provide and install one (1) 12-strand Fiber connection from the JBA to the Video Rack Room 07.15.05.
  - Provide and install two (2) 1RU Black 12-position ST-Connector Panels. One (1) located at the JBA Field Far Right Slash – One (1) located at the Video Rack Room 07.15.05.
  - These outlets represent one (1) 12-strand Single Mode Armored Fiber Optic Cable from the JBA Field Far Right Slash to the Video Rack Room 07.15.05.
  - Proposer will terminate the fiber optic cable with ST Fusion Spliced Connectors.

### **JBE**

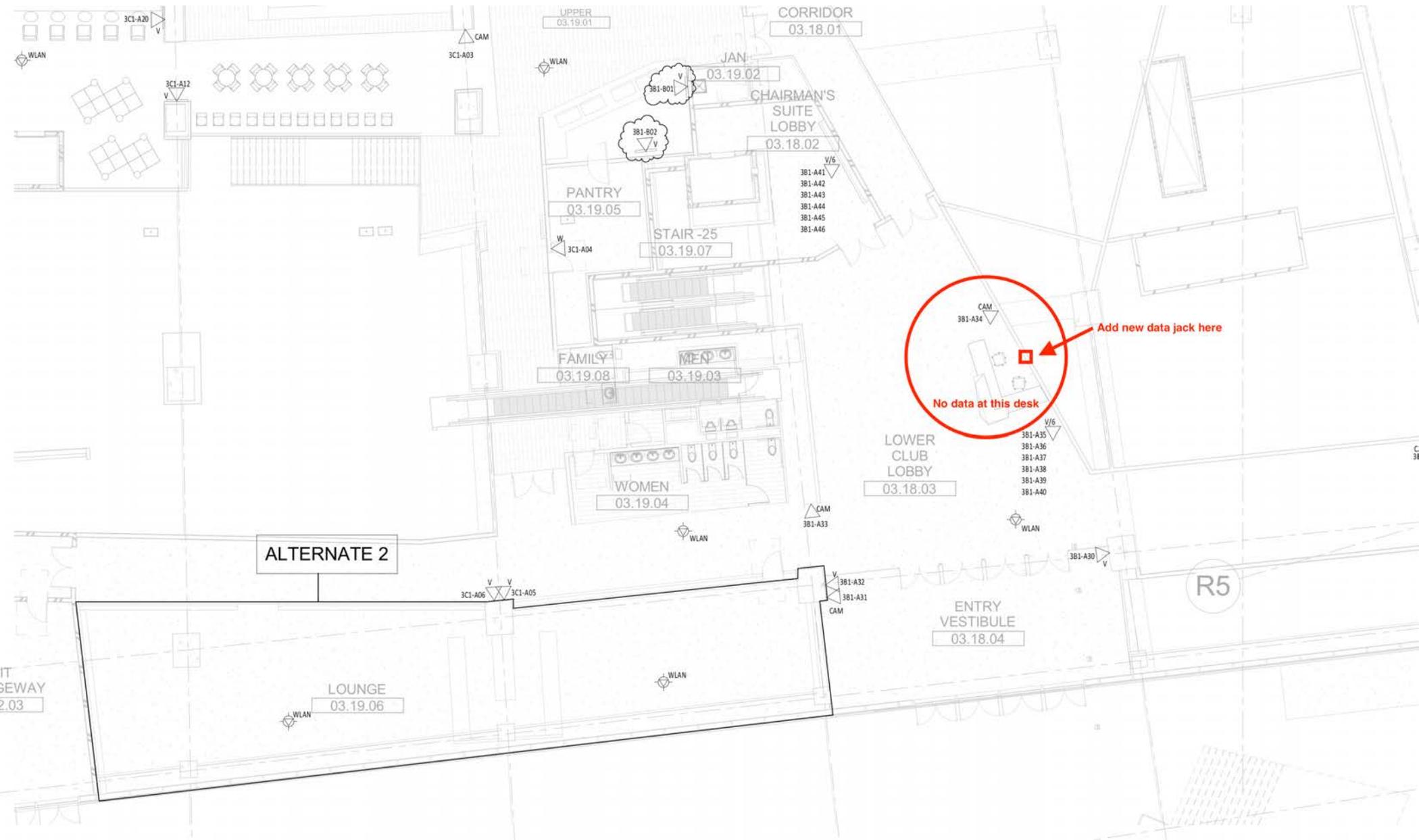
- Provide and install one (1) 12-strand Fiber connection from the JBE to the Local TV ENG 01.14.23.
  - Provide and install two (2) 1RU Black 12-position ST-Connector Panels. One (1) located at the JBE Field Far Right Slash – One (1) located at the Local TV ENG 01.14.23.
  - These outlets represent one (1) 12-strand Single Mode Armored Fiber Optic Cable from the JBE Field Far Right Slash to the Local TV ENG 01.14.23.
  - Proposer will terminate the fiber optic cable with ST Fusion Spliced Connectors.

**Pentair Gate**

(1) 2-gang box.

Box to be located directly behind desk in Pentair Gate Lobby and include (2) RJ-45 connections.

**[See next page for drawings]**

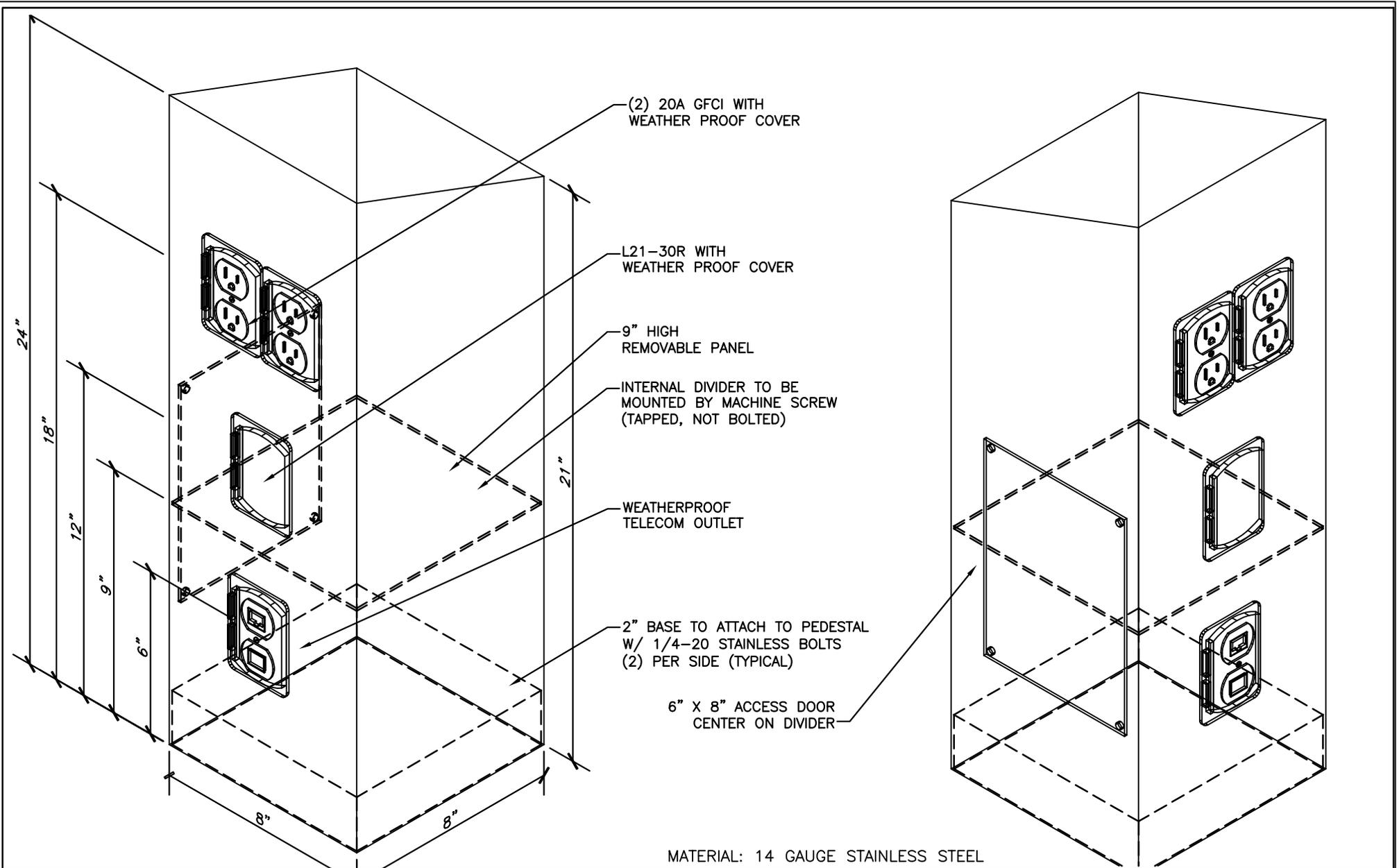


## **Pedestals**

Install (5) Pedestals (power and data) as located on Stadium floorplan below along Main Concourse East and West Drink Rails.

include (2) Edison duplex receptacle and (2) RJ-45 connections

**[See next page for drawings]**



Detail Title:  
**US Bank Stadium**  
**PC-B Portable Concession Pedestal**

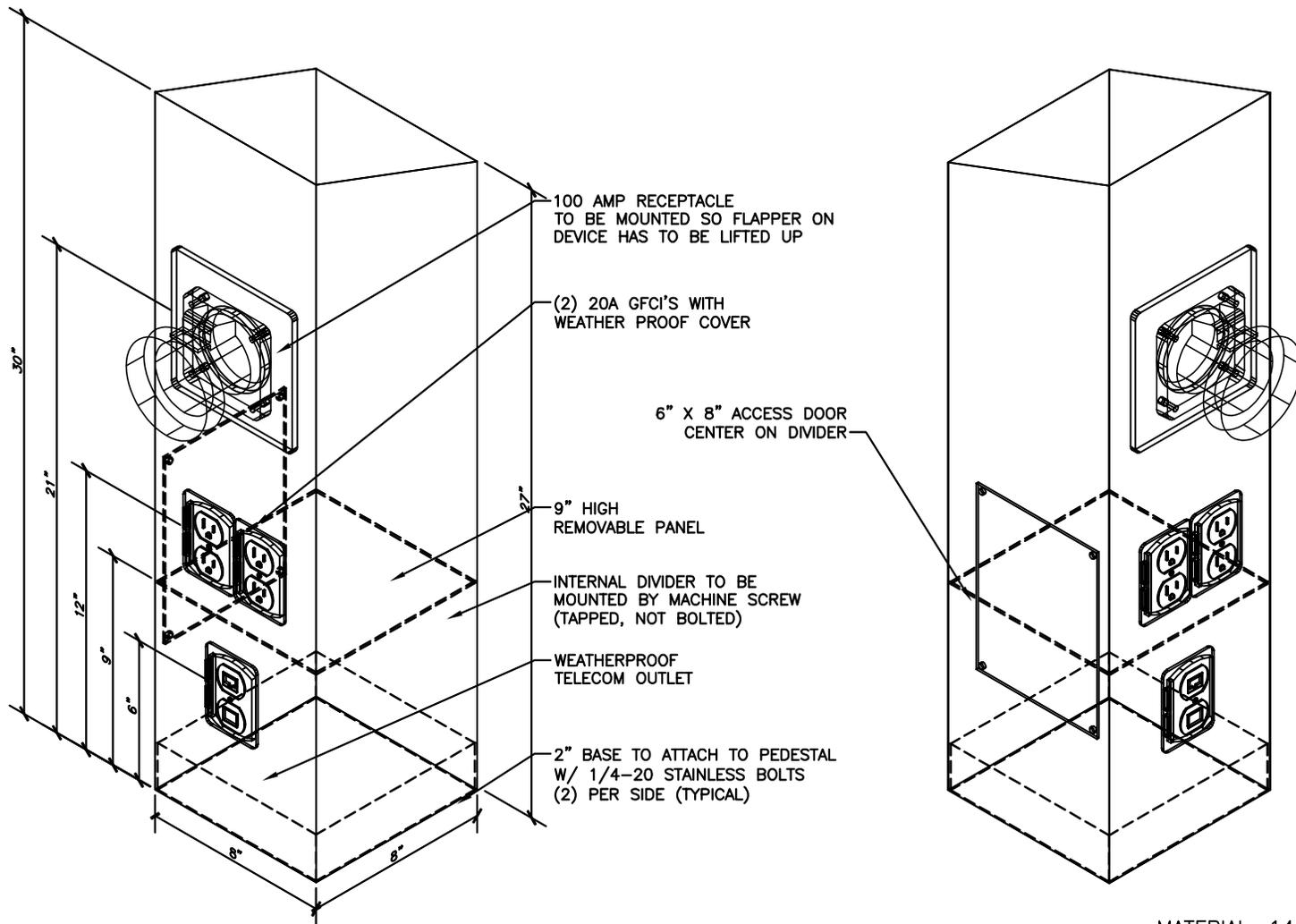
Revision Date: 10.05.2015

Designer:

Scale: 2" = 1'-0"

Dwg Ref:

**PC-B**



MATERIAL: 14 GAUGE STAINLESS STEEL



Detail Title:  
US Bank Stadium

PC-C Portable Concession Pedestal

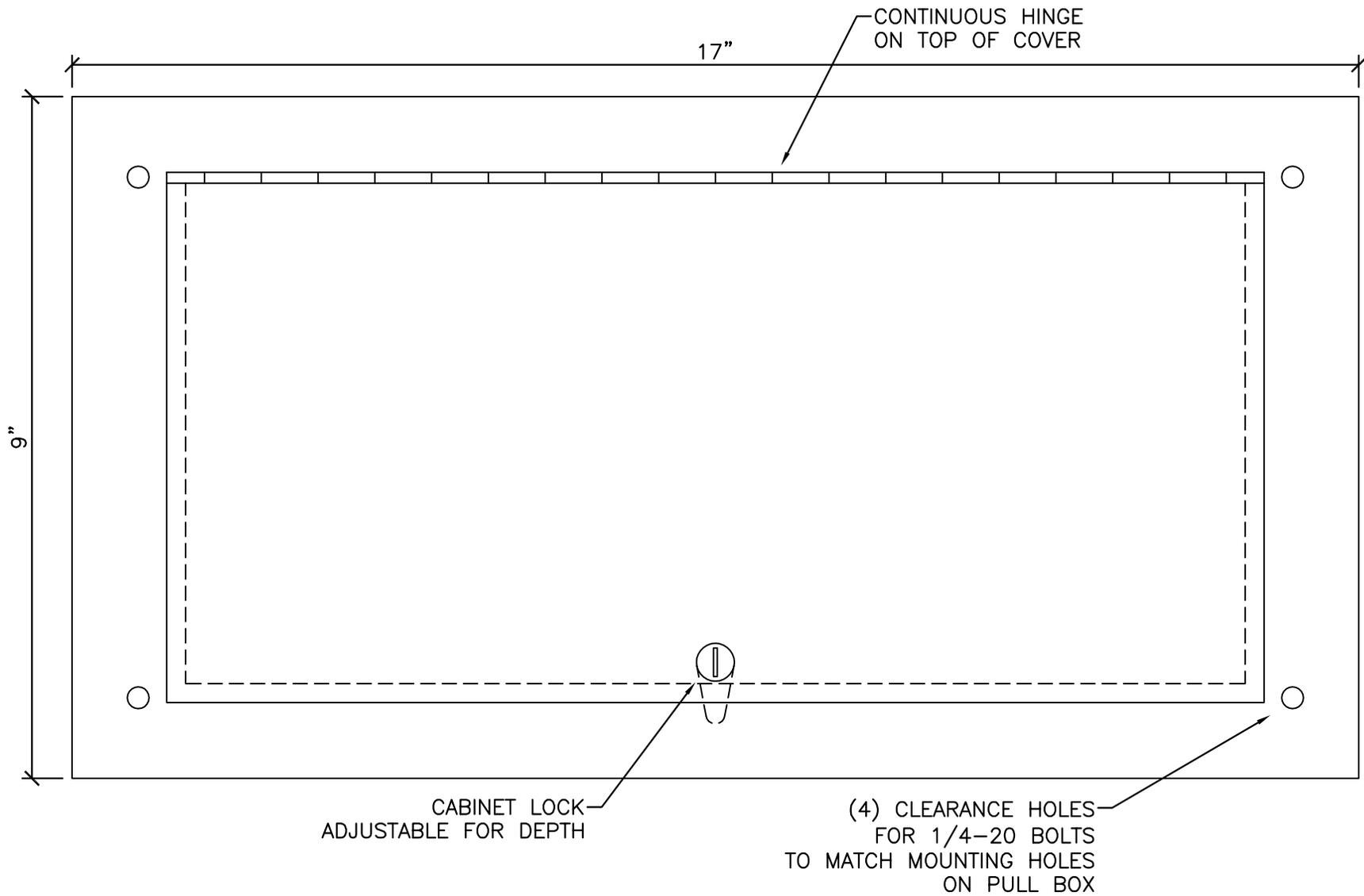
Revision Date: 10.05.2015

Designer:

Scale: 2" = 1'-0"

Dwg Ref:

PC-C



Detail Title:  
US Bank Stadium  
Front Cover Plate

Revision Date: 10.05.2015

Designer:

Scale: N.T.S.

Dwg Ref:

Cover Plate

## GENERAL NOTES:

1. ELECTRICAL CONTRACTOR SHALL COORDINATE EXACT LOCATION OF ALL MECHANICAL UNITS WITH MECHANICAL CONTRACTOR.
2. ALL EXPOSED CONDUIT SHALL BE ROUTED PERPENDICULAR, PARALLEL, AND TIGHT TO COLUMNS AND BEAMS. ALL EXPOSED CONDUIT ROUTING SHALL BE COORDINATED WITH ENGINEER AND ARCHITECT PRIOR TO INSTALLATION. NO ADDITIONAL COST TO OWNER WILL BE ALLOWED FOR RELOCATING CONDUIT DUE TO THE LACK OF COORDINATION WITH ARCHITECT.
3. ALL BACK BOXES SHALL BE FLUSH MOUNTED UNLESS NOTED OTHERWISE. ALL VERTICAL SECTIONS OF CONDUIT SHALL BE CONCEALED. CONTRACTOR SHALL COORDINATE INSTALLATION OF CONDUIT AND BACK BOXES IN CONCRETE, MASONRY AND GYP. WALLS.
4. CIRCUITS TO ALL MECHANICAL EQUIPMENT SHALL BE DEDICATED UNLESS NOTED OTHERWISE.
5. ALL 277V LIGHTING CIRCUITS TERMINATING AT LIGHTING CONTROL PANELS SHALL HAVE A MINIMUM LENGTH OF 30 FEET BETWEEN LIGHTING CONTROL PANEL AND BRANCH LIGHTING PANEL.
6. ALL UNDERGROUND MEDIUM VOLTAGE CONDUITS SHALL BE 5" UNLESS OTHERWISE NOTED.

- OWNER**  
MINNESOTA SPORTS FACILITIES AUTHORITY  
900 SOUTH 5th STREET, MINNEAPOLIS, MN 55434
- OWNER**  
MINNESOTA VIKINGS FOOTBALL, LLC  
9500 VIKING DR., EDEN PRAIRIE, MN 55344
- ARCHITECT / INTERIORS / BRANDING**  
HKS, INC.  
3015 PAUL ST., SUITE 100, DALLAS, TX 75201
- ASSOCIATE ARCHITECT - SKIN**  
STUDIO FIVE ARCHITECTS  
322 FIRST AVE. N. SUITE 600, MINNEAPOLIS, MN 55401
- ASSOCIATE ARCHITECT - INTERIORS**  
STUDIO HIVE  
401 NORTH 3rd ST., SUITE 228, MINNEAPOLIS, MN 55401
- MEP / TECHNOLOGY / LIGHTING**  
M.E. ENGINEERS, INC.  
10555 WEST 43rd AVE., WHEAT RIDGE, CO 80033
- STRUCTURAL ENGINEER**  
THORNTON TOMASETTI  
12750 MERIT DR., SUITE 750, DALLAS, TX 75251
- CIVIL ENGINEER**  
EVS, INC.  
10255 VALLEY VIEW, SUITE 123, EDEN PRAIRIE, MN 55434
- LANDSCAPE ARCHITECT**  
OSLUND AND ASSOCIATES  
115 WASHINGTON AVE. N., MINNEAPOLIS, MN 55401
- AUDIO VISUAL CONSULTANTS**  
ACUSTIC DIMENSIONS  
1508 WRIGHT BROTHERS DR., ARDOR, TX 75001
- W/H/W**  
8901 SPRING VALLEY RD., DALLAS, TX 75244
- CODE / FIRE PROTECTION**  
FSC, INC.  
3225 INDIAN CREEK, SUITE 300, OVERLAND PARK, KS 66210
- FOOD SERVICE**  
RICCA NEWMARK  
5325 SOUTH VALENTIA, GREENWOOD VLG, CO 80293
- WAYFINDING**  
S&B PERKINS DESIGN  
432 CULVER BLVD., PLAYA DEL REY, CA 90293
- VERTICAL TRANSPORTATION**  
ELEVATOR ADVISORY GROUP  
14530 PENNCOCK AVE., SAINT PAUL, MN 55124
- ADA CONSULTANT**  
ED ROETHER CONSULTING, LLC  
2590 MISSOURI BELLEVUE, LOUISBURG, KS 66503
- WIND / SNOW CONSULTANT**  
ROWAN, WILLIAMS, DAVIES, AND RIVRA, INC.  
650 WOODLAWN RD., QUELPH, ON CANADA N1K 1B9
- BUILDING ENVELOPE CONSULTANT**  
THORNTON TOMASETTI - BUILDING SKIN PRACTICE  
300 N. WABASH AVE., SUITE 1500, CHICAGO, IL 60611
- FAÇADE ACCESS CONSULTANT**  
LEIGH GATES, INC.  
8089 LINCOLN ST., SUITE 105, LITTLETON, CO 80122



**PROFESSIONAL ENGINEER**  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: **Guyt Gerardo**  
Signature: *[Signature]*  
Date: **5/14/14** License # **25884**

KEY PLAN

10	11	12	1
9	16	13	2
8	15	14	3
7	6	5	4

REVISION NO.	DESCRIPTION	DATE

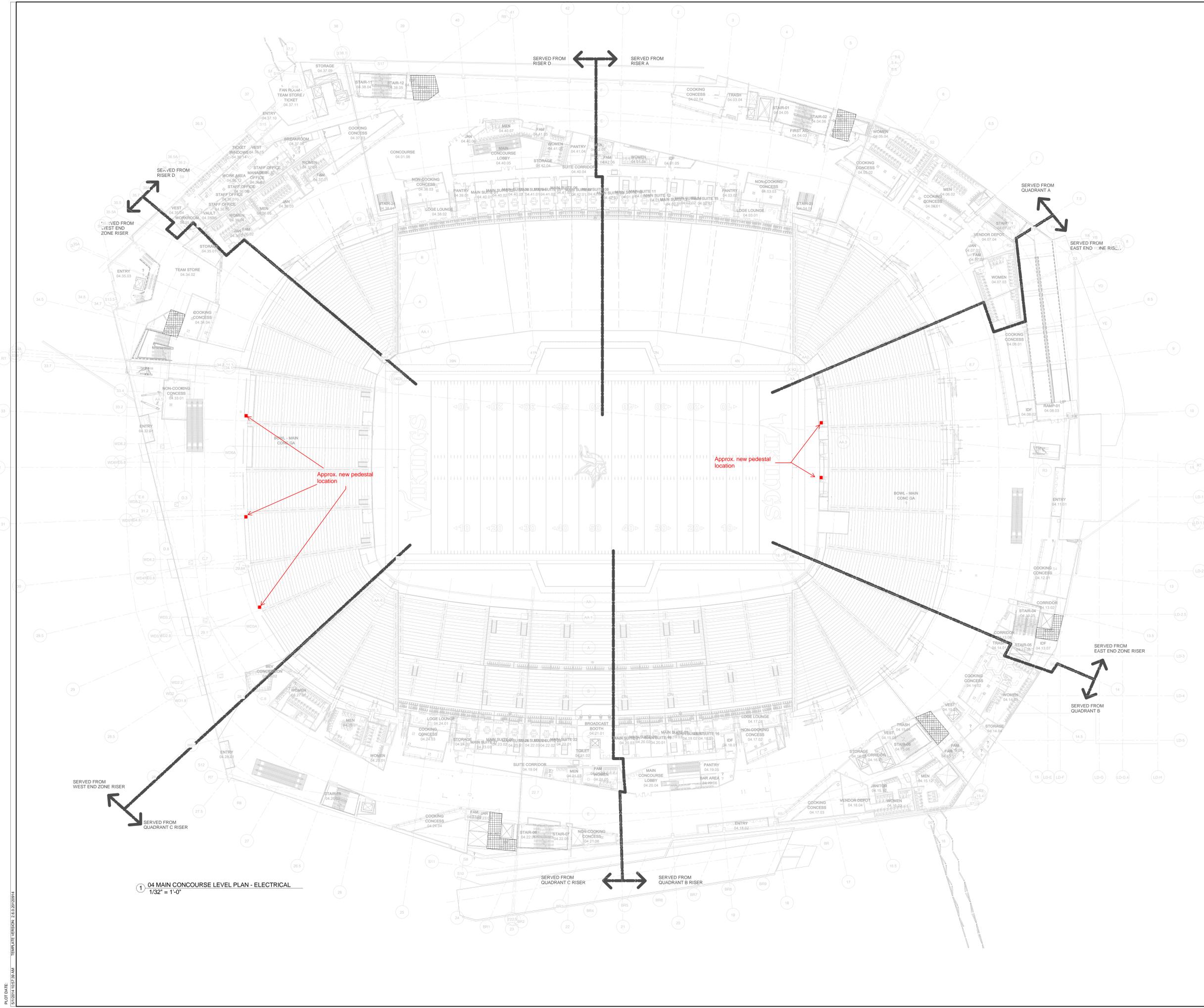
HKS PROJECT NUMBER  
**16246.000**

DATE  
**MAY 2, 2014**

ISSUE  
**CCD-060**

SHEET TITLE  
**MAIN CONCOURSE  
ELECTRICAL POWER -  
OVERALL**

SHEET NO.  
**E2.0400**



04 MAIN CONCOURSE LEVEL PLAN - ELECTRICAL  
1/32" = 1'-0"

**OWNER**  
MINNESOTA SPORTS FACILITIES AUTHORITY  
900 SOUTH 5th STREET, MINNEAPOLIS, MN 55415

**OWNER**  
MINNESOTA WINGS FOOTBALL, LLC  
9500 VIKING DR., EDEN PRAIRIE, MN 55344

**ARCHITECT / INTERIORS / BRANDING**  
HKS, INC.  
3601 N. PAUL ST., SUITE 100, DALLAS, TX 75201

**ASSOCIATE ARCHITECT - SKIN**  
STUDIO FIVE ARCHITECTS  
322 RIVER AVE. N. SUITE 600, MINNEAPOLIS, MN 55401

**ASSOCIATE ARCHITECT - INTERIORS**  
STUDIO HIVE  
401 NORTH 3rd ST., SUITE 228, MINNEAPOLIS, MN 55401

**MEP / TECHNOLOGY / LIGHTING**  
M.E. ENGINEERS, INC.  
10555 WEST 43rd AVE., WHEAT RIDGE, CO 80033

**STRUCTURAL ENGINEER**  
THORNTON TOMASETTI  
12750 MERIT DR., SUITE 750, LB-7, DALLAS, TX 75251

**CIVIL ENGINEER**  
EVS, INC.  
10255 VALLEY VIEW, SUITE 123, EDEN PRAIRIE, MN 55344

**LANDSCAPE ARCHITECT**  
OSLIND AND ASSOCIATES  
115 WASHINGTON AVE. N., MINNEAPOLIS, MN 55401

**AUDIO VISUAL CONSULTANTS**  
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**W/H/W**  
801 SPRING VALLEY RD., DALLAS, TX 75244

**CODE / FIRE PROTECTION**  
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5225 INDIAN CREEK, SUITE 300, OVERLAND PARK, KS 66210

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RICCA NEWMARK  
5325 SOUTH VALENTIA, GREENWOOD VLG, CO 80111

**WAYFINDING**  
SIEBERT PERKINS DESIGN  
432 CULVER BLVD., PLAYA DEL REY, CA 90293

**VERTICAL TRANSPORTATION**  
ELEVATOR ADVISORY GROUP  
14530 PENNCOCK AVE., SAINT PAUL, MN 55124

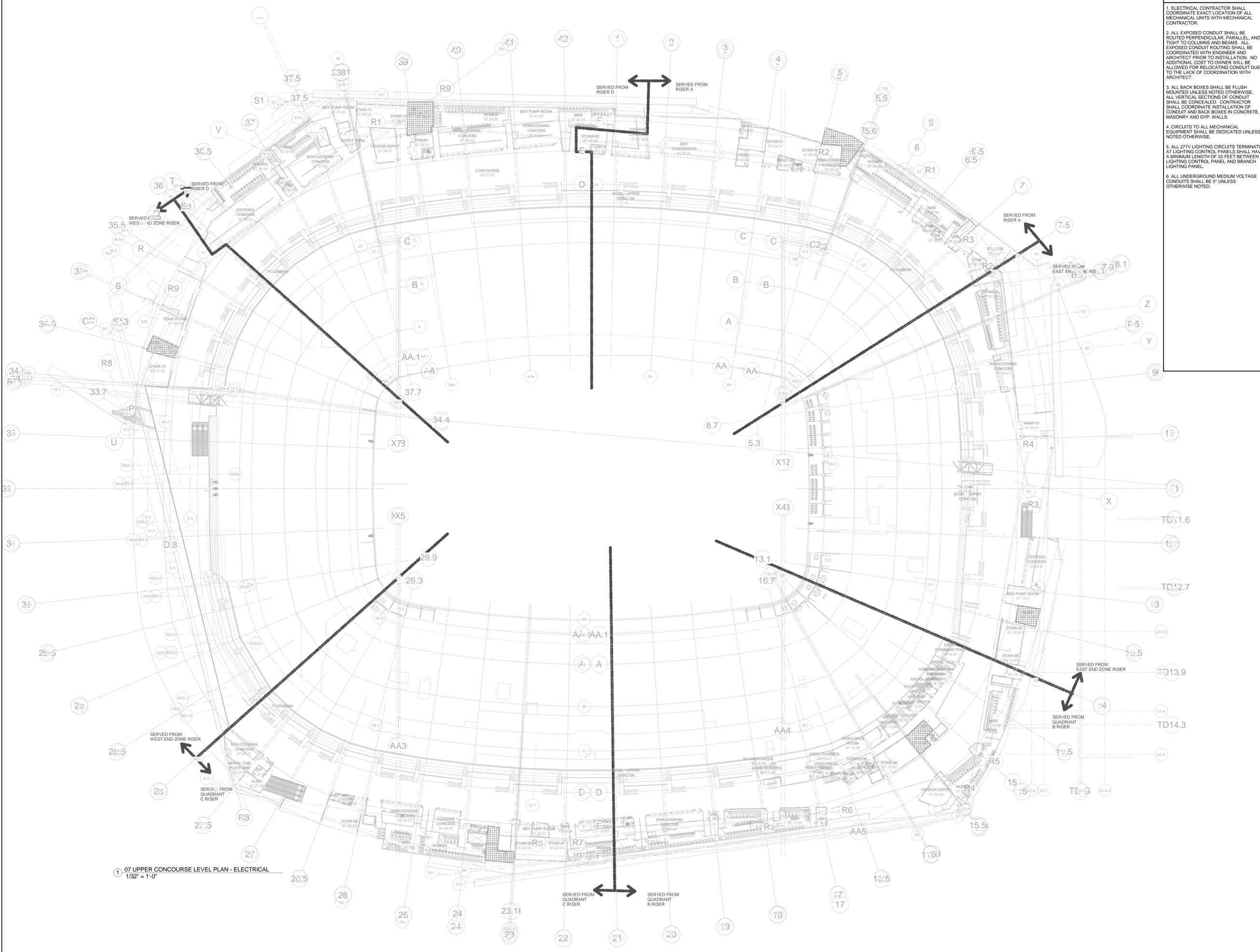
**ADA CONSULTANT**  
ED ROETHER CONSULTING, LLC  
2590 MISSOURI BELLEVUE, LOUISBURG, KS 66063

**WIND / SNOW CONSULTANT**  
ROWAN, WILLIAMS, DAVIES, AND RIVRA, INC.  
650 WOODLAWN RD. W., QUELPH, ON CANADA N1K 1B9

**BUILDING ENVELOPE CONSULTANT**  
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300 N. WABASH AVE., SUITE 1500, CHICAGO, IL 60611

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LEIGH BATES, INC.  
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**PROFESSIONAL ENGINEER**  
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: **Scott Gerardo**  
Signature: *[Signature]*  
Date: **5/14/14** License # **25884**

**KEY PLAN**

10	11	12	1
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8	15	14	3
7	6	5	4

REVISION NO.	DESCRIPTION	DATE

HKS PROJECT NUMBER  
**16246.000**

DATE  
**MAY 2, 2014**

ISSUE  
**CCD-060**

SHEET TITLE  
**UPPER CONCOURSE ELECTRICAL POWER - OVERALL**

SHEET NO.  
**E2.0700**

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**EXHIBIT 2**  
**TRADE CONTRACT AMOUNT**

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

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**EXHIBIT 3**  
**TARGETED BUSINESS COMMITMENT AND INFORMATION FORM**

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[See Next Page]

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

Proposer Company Name: \_\_\_\_\_

Check ONE of the following:

No Targeted Business participation is committed on this project

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

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

Total WBE % \_\_\_\_\_

Total MBE % \_\_\_\_\_

**TARGETED BUSINESSES WHO WERE CONSIDERED BUT WERE NOT SELECTED:**

Firm Name	Address	Telephone Number

**Certification**

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

Proposer Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**EXHIBIT 4**  
**TARGETED BUSINESS INFORMATION FORM**

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[See Next Page]

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**EXHIBIT 5**  
**TCA EQUITY PLAN PROGRESS REPORT**

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[See Next Page]



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**EXHIBIT 6**  
**CONSTRUCTION SCHEDULE**

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The Trade Contractor shall perform its Trade Contractor Work expeditiously and consistent with its contractual obligations to further the orderly progress of the Trade Contractor Work. The Trade Contractor’s Work shall be commenced on the Effective Date, and, subject to authorized adjustments and excusable delays as allowed by the Trade Contract Agreement, Trade Contractor shall achieve Project Milestone Dates and Substantial Completion of its Trade Contractor Work in accordance with this **Exhibit 6**.

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

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

**Substantial Completion**

Milestone Dates of the Trade Contractor Work that must be complete in accordance herewith are outlined on the Outline of Construction Schedule below. For purposes of this **Exhibit 6**, “**Scheduled Substantial Completion Date**” shall mean                     , 2018 and “**Guaranteed Completion Date**” shall mean the date set forth across from the corresponding unit or phase of Trade Contractor Work on the Outline of Construction Schedule set forth below.

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

The Parties acknowledge and agree, in accordance with **Paragraph 2.11** to the Trade Contract Agreement, that the Trade Contractor will undertake Extraordinary Measures if the Authority determines that the performance of the Trade Contractor Work has not progressed or reached the level of completion required by the Milestone Dates for Trade Contractor’s Work in the Outline of Construction Schedule or if Trade Contractor’s Work is interfering with or delaying the Construction Manager’s work and timely Completion of the Construction Manager’s work pursuant to the Master Project Schedule.

**OUTLINE OF CONSTRUCTION SCHEDULE**

Description of Trade Contractor Work	Start Date	Guaranteed Completion Date	Comments
Design and Install of			
<b>** Work to be coordinated with other Subcontractors in each area.</b>			

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**EXHIBIT 7**  
**BONDS**

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The Payment and Performance Bond forms that the Trade Contractor is required to provide related to its Trade Contractor Work are attached as **Exhibit 7**.

[See Next Page]

**TRADE CONTRACTOR LABOR AND MATERIAL PAYMENT BOND**

**THIS BOND, ISSUED SIMULTANEOUSLY WITH A PERFORMANCE BOND, RUNS IN FAVOR OF  
OBLIGEE AND CLAIMANTS**

**Bond Number:** \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

**That** \_\_\_\_\_ as Principal, hereinafter  
(Here insert full name and address of Trade Contractor)  
**and,** \_\_\_\_\_ as Surety, hereinafter  
(Here insert full name and serving address of Surety)

called Surety, are held and firm bound unto **Minnesota Sports Facilities Authority, 1005 4<sup>th</sup> Street South, Minneapolis, MN 55415 (the "Authority")**, hereinafter called Obligee, in the amount of \$ \_\_\_\_\_ (the "Bond Sum") for the payment whereof Trade Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns firmly by these presents.

**WHEREAS**, Trade Contractor has, by written agreement dated as of \_\_\_\_\_, entered into a Trade Contract with Obligee, Hereinafter called contract, for

\_\_\_\_\_  
(Insert name and location of the project & contact number or general description of the work)

Which contract is by reference made a part hereof.

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

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

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

1) Complete the Contract in accordance with its terms and conditions; or

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

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

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

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

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

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

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

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

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

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

Signed and acknowledged and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Trade Contractor as Principal)

\_\_\_\_\_  
(Surety) (Seal)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

(Trade Contractor signature must be notarized)

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

Name and servicing address of agent of Surety:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_



**SURETY ACKNOWLEDGMENT**

State of Minnesota        )  
                                      ) ss  
County of Hennepin        )

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

Notary: \_\_\_\_\_

County: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TRADE CONTRACTOR LABOR AND MATERIAL PAYMENT BOND**

**THIS BOND, ISSUED SIMULTANEOUSLY WITH A PERFORMANCE BOND, RUNS IN FAVOR OF OBLIGEE AND  
CLAIMANTS**

**Bond Number:** \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

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

**and,** \_\_\_\_\_ as Surety, hereinafter  
(Here insert full name and serving address of Surety)

called Surety, are held and firm bound unto **Minnesota Sports Facilities Authority, 1005 4<sup>th</sup> Street South,**

**Minneapolis, MN 55415 (the "Authority")**, hereinafter called Obligee, in the amount of

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

**WHEREAS**, Trade Contractor has, by written agreement dated as of \_\_\_\_\_, entered into a Trade Contract with Obligee, Hereinafter called contract, for

\_\_\_\_\_  
(Insert name and location of the project & contact number or general description of the work)

Which contract is by reference made a part hereof.

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

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

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

1) Complete the Contract in accordance with its terms and conditions; or

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

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

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

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

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

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

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

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

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

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

Signed and acknowledged and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Trade Contractor as Principal)

\_\_\_\_\_  
(Surety) (Seal)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

(Trade Contractor signature must be notarized)

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

<p style="text-align: center;"><u>Name and servicing address of agent of Surety:</u></p> <p>_____</p> <p>_____</p> <p>Telephone: _____</p>
--

## CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_ )

) ss

County of \_\_\_\_\_ )

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

Notary Public: \_\_\_\_\_

County: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SURETY ACKNOWLEDGMENT**

State of Minnesota        )  
                                      ) ss  
County of Hennepin        )

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

Notary: \_\_\_\_\_

County: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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**EXHIBIT 8**  
**WARRANTY**

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The following Warranty is included in this Trade Contract Agreement as Exhibit 8.

**WARRANTY**

Pursuant to the Trade Contract Agreement between the Minnesota Sports Facilities Authority ("**Authority**") and \_\_\_\_\_ ("**Trade Contractor**"), Trade Contractor hereby warrants and guarantees that all of the Trade Contractor Work performed under the Trade Contract Agreement will be of new and of good quality, will be free of defects except for those inherent in the quality of the Trade Contractor Work allowed by the Trade Contract Documents, and will conform to the requirements of the Trade Contract Documents ("**Warranty**"). If the Trade Contractor Work does not conform to this Warranty, it shall be considered defective, and Trade Contractor shall remedy at its own expense any such defective Trade Contractor Work (including the costs that the Authority or Architect incur in dealing with or as a result of the defective Trade Contractor Work) so that the Trade Contractor Work conforms to the Trade Contract Documents. The Trade Contractor's Warranty shall extend for a period of one (1) year after final acceptance by Authority. Where guarantees or warranties are required in the Trade Contract Documents for a period of more than one (1) year, such longer terms shall apply. All Suppliers' warranties and guarantees, express or implied, respecting any part of the Trade Contractor Work and any materials used therein are hereby assigned by the Trade Contractor to the Authority. This Warranty shall supplement, and not supersede, warranties and guarantees given by Trade Contractor under the terms of the Trade Contract Documents.

TRADE CONTRACTOR:

WITNESS: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
MY TERM EXPIRES

**Exhibit B**  
**CONFIDENTIALITY AGREEMENT**

**(To Be Included Submitted with Indication of Interest and Qualifications)**

This Confidentiality Agreement (the "Agreement") made and entered to as of the day of \_\_\_\_\_ 201\_, by and between the Minnesota Sports Facilities Authority ("Authority") and \_\_\_\_\_ ("Proposer") relating to the design, construction and financing of the new Minnesota Multi-Purpose Stadium (the "Project"). For purposes of this Agreement, Minnesota Vikings Football, LLC are hereinafter referred to as the "Team". The Authority and Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "Project Participants".

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

- (a) is or becomes public knowledge other than by the Construction Manager's act or omission or
- (b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.

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

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

4. If the Proposer receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the Proposer shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made,

(b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.

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

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

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

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

Dated and effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
("Authority")

\_\_\_\_\_  
("Proposer")

{SEAL

WITNESS:

\_\_\_\_\_

(If Proposer is a Corporation, complete below)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**

**NON-COLLUSION AFFIDAVIT**

[PROJECT NAME]

[PROJECT NUMBER]

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

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

\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT D**



**State of Minnesota/Metropolitan Agencies – MDHR Certificate of Compliance**

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

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

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

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

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

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

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

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

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

The bid proposal is exempt. The bid project number is: \_\_\_\_\_.

**Signature**

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

Name of Company	Authorized Signature
Date	Printed Name
Phone Number	Title

**EXHIBIT E**

**Construction Documents**

**EXHIBIT F**

NEW MINNESOTA MULTI PURPOSE STADIUM  
ACKNOWLEDGEMENT AND ATTESTATION FORM  
(To Be Submitted with Proposal)

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

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

Proposer's Name: \_\_\_\_\_ (Company)  
Name: \_\_\_\_\_ (Officer of Company)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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