



REQUEST FOR PROPOSALS
CONTENT MANAGEMENT SYSTEM
FOR CAPITAL IMPROVEMENT TO U.S. BANK STADIUM
IN MINNEAPOLIS, MINNESOTA

November 2, 2021

A. Project Background and Objectives

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

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

The Project is located at the Stadium. The Specification Documents identifying and indicating the scope of the Project are also incorporated within this RFP as **Exhibit A**. The Specifications Documents meet the standards required for a National Football League (“NFL”) franchise, as well as additional standards established by the Authority. The Project must be completed by 6/15/2022 (the “Required Completion Date”).

B. Scope of Services: The successful Proposer to the RFP will be engaged to replace U.S. Bank Stadium’s Content Management System used to display graphics and content on the facilities LED Video Displays (as further described in the RFP and any addenda that will be issued to this RFP) including, without limitation:

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

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

C. Intent and Process of the Request for Proposals

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

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

D. Requested Qualifications

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

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

E. RFP Timeline

Advertise and issue Request for Proposals 11/02/2021

Pre-proposal Site Visit

Pre-Proposal Site Visit is mandatory on 11/10/2021 at 10 am. Use the Stadium’s Administration entrance on the south west corner of the building. Limit proponents attending to 3.

Pre-proposal Site Visit Date	11/10/21; 10 am
Written Questions	11/19/21; 4 pm
Proposals Due	11/30/21; 1 pm
Interviews of Shortlisted Proposers	12/3/21; times vary
Final Negotiations	12/6-12/9/21
Selection of Provider	12/16/21
Rack Room Ready for Construction	3/15/22
Rack Room Ready for Demolition	3/28/22
Period which Signs can be completely out of commission	3/28-4/11 or 4/15 to 4/25
Project Completion – Substantially Complete	6/15/22
Final Completion	7/1/22
Final Acceptance	Following 2 successful NFL regular season home football games.

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

F.1 Proposer Qualifications

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

- Proposer’s name and address of office that would have central responsibility for the work. Identify the business form of Proposer and list the principal shareholders or other business owners. If the proposed form of entity is a joint venture, please identify each joint venture participant and their respective percentage of participation. Provide a summary, on three pages or less, describing why the Proposer is the most qualified to be the Provider for the Project.
- Provide copies of Proposer’s certificates of insurance showing Proposer’s current total limits of liability for commercial general liability, worker’s compensation, employer’s liability, business automobile liability, and professional liability.
- Provide representative list of similar projects managed by Proposer during that last 5 years or that are currently under construction or management. Include:
 - Project name.
 - Project location.
 - Contracting or ownership entity.
 - Project description; listing dates of construction. List key principal of Proposer who was responsible for the project.
 - Key contact or reference from project Owner including name, title, email, and telephone number.
- Provide evidence of Proposer’s capacity to provide or obtain performance and payment bonds in a letter from Proposer’s bonding company listing Proposer’s single project bonding capacity or limit. If Proposer is a joint venture, describe the joint venture’s plan to provide bonding capacity.
- Complete and submit a fully executed confidentiality agreement.
- Submit response to State of Minnesota “Affirmative Action Data” form, “Statement of Non-Collusion”, “MN Dept of Human Rights – Certificate of Compliance”, and “Acknowledgement and Attestation” forms
- Submit your proposals for the exhibits listed below to the draft Trade Contractor Agreement, which Proposer should anticipate it will likely become exhibits to the final, executed Trade Contract should the Proposal be accepted. In addition to being attached to the Trade Contractor Agreement, these exhibits are also directly attached to this Request for Proposals in order to bring them to Proposers’ direct attention. In their Proposals, Proposers’ should label these proposed exhibits using the exhibit numbers set forth below.

- Exhibit 1 – Description of Trade Contractor Work. Proposer should provide its proposed form of Exhibit 1 and should indicate any proposed changes to the terms provided by the Authority by including a red-lined version of its proposed version.
 - Exhibit 2 – Trade Contract Amount. In addition to providing the itemized pricing information requested below in Section F.2, Proposer should provide its proposed version of Exhibit 2.
 - Exhibit 3 – Equity Plan Form. Proposer should fill out the form providing the information requested regarding its planned compliance with the Equity Plan.
 - Exhibit 4 – Construction Schedule. Proposer should provide its proposed schedule.
 - Exhibit 5 – Bonds. The Authority has provided its form for the required payment and performance bonds. As part of providing information regarding its bonding capacity, Proposer should indicate whether it has any proposed changes to the Authority’s forms. If Proposer has any proposed revisions, it should include both a red-lined and a clean version of its proposed version in its Proposal.
 - Exhibit 6 – Warranty. The Authority has provided its form for the required warranty. If Proposer has any proposed revisions, it should include both red-lined and clean versions of its proposed version in its Proposal.
- If Proposer has any other proposed revisions to the Trade Contractor Agreement (Exhibit B to this RFP), it should include both red-lined and clean versions of its proposed version in its Proposal.

F.2 Submittal Requirements: Evaluation of Proposals

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

Project Delivery:	300 points
Technical Approach:	300 points
Commercial Terms:	300 points

Interview: 100 points

Equitable Contracting and Hiring: Pass/Fail

The Proposals receiving the highest score(s), as determined by the Authority in its sole discretion, will then be short-listed and selected to enter into final discussions and negotiations with the Authority, as a result of which the Authority will select in its discretion the Proposer whose final Proposal is most advantageous and the best value to the Authority as permitted by the Act.

Project Delivery – 300 Points

1. Similar Project Experience. Describe Proposer’s experience with and proposed approach to proceed with the project delivery method and requirements of the RFP.
2. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the work, including design professionals. Provide key contact telephone, fax, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Indicate other projects to which team members are assigned currently for year 2020. Any other relevant experience pertinent to the requirements for this Project shall be listed under “Other Significant Experience.”
3. Project Specific Risks and Solutions. Identify and describe the risks Proposer perceives as being significant for the scope of services required by this RFP, and how Proposer intends to mitigate, manage, and control those risks.
4. Project Controls. Describe Proposer’s approach and methodology for implementing project controls relating to budget and schedule compliance, and provide examples of Proposer’s experience in successfully managing similar projects that were completed within the established budget and schedule and fulfilled the defined project’s program.
5. Preliminary Performance Schedule. Please provide Proposer’s preliminary critical path method performance schedule with milestones interdependencies identified for critical items of design, ordering, construction, and installation work that generally demonstrates Proposer’s strategy for completing the scope of work required by this RFP by the required deadline. Exhibit 4 shall be evaluated in considering this factor. U.S. Bank Stadium is normally a very busy venue and coordination with the event schedule is paramount. An event schedule can be provided upon request.

Technical Approach – 300 Points

See attached drawings and scope information in Exhibit A.

1. Proposed Repair Approach. Provide information regarding proposed repair procedures and approach, contemplated or potential revisions to the design of the repair, if any, and material selection.
2. Access for repairs. Describe Proposer's contemplated approach to resolving difficulties with accessing gutters for repair.

Commercial Terms – 300 Points

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

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

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

2. Warranties and Maintenance. A two-year warranty will be requested covering the services and work performed for the Project. Provide copies of the proposed warranties and describe the warranty terms, durations, limitations, etc. [Describe any service and maintenance programs, including copies of all

proposed or required service and maintenance contracts and fees. Any proposed revisions to Exhibit 6 shall be considered in evaluating this factor.

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

Interview – 100 Points

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

Equitable Contracting and Hiring – Pass/Fail

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

G. Other Terms

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

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

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

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

estimate and otherwise complete the RFP process. The Authority shall be allowed to keep any and all materials supplied by the Proposers in response to the RFP.

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

I. Payment and Performance Bonds

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

See Exhibit 5.

II. Pre-Proposal Meeting

Pre-proposal site visits (mandatory) will be November 10, 2021 at 10 am. Arrange a site visit through Tadd Wilson at twilson@usbankstadium.com.

Electronic proposals are due by 1:00 pm. CT on November 30, 2021. One electronic copy and 2 bound copies of each Proposal should be enclosed in a sealed envelope addressed to:

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

With an electronic copy sent via email to:

James Farstad - James.Farstad@msfa.com

Elizabeth Proeitz - Elizabeth.Proeitz@msfa.com

Tadd Wilson - twilson@usbankstadium.com

And

Chris Williams - cwilliams@wjhw.com

III. Questions or Inquiries

All questions must be submitted via email no later than 4:00 pm. CT, November 19, 2021 to:

James Farstad – james.farstad@msfa.com

Elizabeth Proeitz – Elizabeth.proeitz@msfa.com

Tadd Wilson - twilson@usbankstadium.com

And

Chris Williams - cwilliams@wjhw.com

IV. Minnesota Government Data Practices

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

V. Prevailing Wages

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

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

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

VI. Project Labor Agreement

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

VII. Other Exhibits to the RFP

- Exhibit A Project Scope Documents
- Exhibit B Trade Contract Agreement

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

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

- Exhibit 1 Description of Trade Contract Work
- Exhibit 2 Trade Contract Amount
- Exhibit 3 Equity Plan Form
- Exhibit 4 Construction Schedule Information Form
- Exhibit 5 Bonds
- Exhibit 6 Warranty
- Exhibit 7 Prevailing Wages
- Attachment A Project Labor Agreement

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

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

EXHIBIT A – Project Scope Documents

SECTION 11 63 55 – CONTENT MANAGEMENT SYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Work under this Contract includes all installation labor, materials, tools, transportation services, supervision, coordination, etc., necessary to complete the installation of the Content Management Solution, as described in these specifications and illustrated on the associated drawings. The systems shall be called the “CMS” and the installer the “CMS Installer”.
- B. The work specified herein is performance based. This requires the Installer to provide all subsequent design and engineering (e.g. one lines, etc.), which is not included within the Contract Documents, to meet the requirements of this Performance Specification. The installer is responsible for providing all components necessary for a complete and operational system. Any system changes or revisions necessary to make the system conform to the displays, shall be included at time of proposal and installed without claims for additional compensation.
- C. The drawings included with this specification convey general system concepts.
- D. The Content Management System include the following major items:
 - 1. Demolition of existing content management solution
 - a. Removal and disposal of removal of control components within the Video Rack Room. This will include composting processors upstream of display processors (e.g. Christie Spyder), Spydere and routers.
 - b. Maintenance of critical display services exterior to the building such that displays are not inactive for more than 48 hours.
 - 2. Maintenance and support of existing display processor(s) for each display. This will include existing or updated control computers.
 - 3. Maintenance of existing scoring and timing distribution, which include Back of House Locker Room Game Clocks as well as content management processing.
 - 4. Automated statistic update capability from in-house and third party services (i.e.; GSIS league, sports ticker, Stat Crew) along with automatic statistical updates during event from event scoring controller.
 - 5. Supply, installation and termination of all signal cabling (primary and redundant) to each display.
 - 6. Option Pricing
 - 7. Operations and maintenance training.
- E. The Contract also includes:
 - 1. Maintenance of messaging to LED ribbons to support emergency messaging for events scheduled at the facility.
 - 2. Provision of final engineering, development of final design drawings and submission to the Owner and Consultant for approval.
 - 3. Submission of all information required by public agencies.
 - 4. All necessary construction permits.
 - 5. Verification of dimensions and conditions at the job site.
 - 6. Coordination with other contractors and trades; especially where working in common areas (e.g. control and rack room).
 - 7. Preparation of submittal information.
 - 8. Initial tests and adjustments, written report, and documentation.

9. Instruction of operating personnel; provision of manuals.
 10. Creation and documentation for all software required to achieve specified capabilities of system.
 11. Maintenance services; warranty.
 12. Attendance at project meetings as required for coordination of efforts.
 13. Pre-event check and major event support as outlined herein.
- F. The Contract Documents are complementary and are intended to include or imply all items required for the proper execution and completion of the work. Any item of work required by the Specifications or other portion of the Contract Documents, but not shown on the drawings, or shown on the drawings but not required in the Specification, shall be provided without extra charge as if shown or mentioned in both.
- G. The Owner reserves the right to make reasonable device and equipment location changes prior to rough installation without claim for additional expense.

1.2 REFERENCES

- A. American Iron and Steel Institute (AISI)
- B. American National Safety Institute (ANSI)
- C. American Society of Mechanical Engineers (ASME)
- D. American Society of Testing and Materials (ASTM)
- E. National Electrical Manufacturer's Association (NEMA)
- F. Occupational Safety and Health Administration (OHSA)
- G. Underwriters Laboratories (UL)
- H. United States Institute of Theatre Technology (USITT)
- I. Entertainment Services and Technology Association (ESTA)
- J. Standard for Electric Signs, UL-48, 13th Edition
- K. Standard for Control Centers for Changing Message Type Signs, UL-1433, 1st Edition
- L. Federal Communications Commission Regulation Part 15
- M. National Electric Code (NEC)

- N. Execute work in accordance with the following published design guidelines and reference manuals for recommended methods of trade, industry, institutions or governmental organizations.
1. Building Industry Consulting Services International (BICSI) Telecommunications Distribution Methods Manual (TDMM), 13th Edition, 2014
 2. BICSI Outside Plant Design Reference Manual, 4th Edition, 2007
 3. National Electrical Contractors Association (NECA)/BICSI 568-2006, Standard for Installing Commercial Building Telecommunications Cabling
 4. NECA/BICSI 607-2011, Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings
 5. Execute work in accordance with the following list of TIA standards.
 - a. TIA-526-7 Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant – OFSTP-7 - (February 2002)
 - b. TIA-526-14-A (OFSTP-14), Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant (1998 [R2003])
 - c. ANSI/TIA-568-C.0 Generic Telecommunications Cabling for Customer Premises – (February 2009)
 - d. ANSI/TIA-568-C.1 Commercial Building Telecommunications Cabling Standard – (February 2009)
 - e. ANSI/TIA-568-C.2 Balanced Twisted-Pair Telecommunications Cabling and Components Standards – (August 2009)
 - f. ANSI/TIA-568-C.3 Optical Fiber Cabling Components Standard – (June 2008)
 - g. TIA-569-B Commercial Building Standard for Telecommunications Pathways and Spaces - (October 2004)
 - h. TIA-598-C Optical Fiber Cable Color Coding – (January 2005)
 - i. TIA-606-A Administration Standard for Commercial Telecommunications Infrastructure - (May 2002)
 - j. J-STD-607-A Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications – (2002)
 - k. TIA-758-A Customer-owned Outside Plant Telecommunications infrastructure Standard – (2004)
 - l. TIA/TSB-140 Additional Guidelines for Field-Testing Length, Loss and Polarity of Optical Fiber Cabling Systems – (February 2004)

1.3 DESCRIPTION OF WORK

- A. Replacement and reconfiguration of the Content Management system which include content playback devices and compositing and configuration of upstream display processing (that is upstream of display processing).
1. As built Daktronics drawings: https://wjhw-my.sharepoint.com/:b:/p/cwilliams/EcmtmODEJO1FnMcIOSnKfUMBa_AlbLorWNDhUFXaC7Qi6Q?e=zT6Wbr
 2. As built Video Production Systems: https://wjhw-my.sharepoint.com/:b:/p/cwilliams/EWELm_JELghPpiN4aLKaXSwBzJm64zEyLsWHi6zeSMfOrQ?e=hdsTuz
 3. Note, these drawings were from original installation. In the interim U.S. Bank Stadium has undertaken a replacement of KVM in both systems with Adderlink.
- B. Operating Parameters
1. 1080i
 2. System will not be required to operate in HDR or WCG color space.
- C. Within the control and rack room:

1. Remove and dispose of existing, unused electronics and cabling.
2. Note: All disposed items shall be disposed in a proper manner conforming with Owner LEED EB O&M document requirements for the materials in question and an affidavit shall be provided to the Owner that all materials have been properly disposed.
3. Retain existing KVM transmitters and receivers for reuse.
4. Re-rack relevant racks as required to maximize space, airflow and maintain proper services such as emergency messaging and interim event support as may be necessary for events as scheduled.

D. Staging:

1. Recommendation is to utilize 1-1/2 unused racks as staging for new CMS.
2. After system has been racked and tested, recommendation is to swing that cabling to the existing display processors.
3. At which time the balance of the obsolete processing equipment can be removed.

E. Scoring and Video Control

1. Ability to receive electronic text data from standard stenography (captioning) equipment and data from electronic services such as ESPN Gamecast, Sports Ticker, etc. If not inherent to components provide information on encode/decode device.
2. All control equipment to operate video and LED displays shall be located in:
 - a. Scoreboard Control Room and Rack Room.
 - b. Space is available in the Rack Room for all video and LED display control and processing equipment. Coordinate all equipment installation with Owner.
3. All control equipment to operate scoring and timing displays shall be located in:
 - a. Scoreboard Control Room
4. All game in progress, out of town and statistical data to be available, for the life of the installation, to the displays or any added afterwards. Creation of software interface displays to be included in this scope of work.
5. Automated statistic update capability from in-house and third-party services along with automatic statistical updates during game from game scoring controller.

F. Provide game in progress statistics distributed via fiber optic cabling and fiber modems to the following locations.

1. In-House, scoreboard video production (replay) system
2. TV truck dock cabling racks, minimum of four connection/output locations.
 - a. Permanently install modem and data outputs in rack panel. Label function and connections.
3. Any in stadium provided service that may be located in the scoreboard control room (e.g. IPTV, FanVision, Crossfire/Blaze/Click Effects, Character Generators, etc.).

G. The in-house video production system uses an existing EEG HD492 closed caption encoder and decoder. Provide signal connectivity to the CMS for caption decoding.

1.4 RESPONSIBILITY AND RELATED WORK

- A. Supply accessories and minor equipment items needed for a complete system, even if not specifically mentioned herein or on the drawings, without claim for additional payment.
- B. Notwithstanding any detailed information in the Contract Documents, it is the responsibility of the CMS Installer to supply systems in full working order. Notify the Owner of any discrepancies in part numbers or quantities before bid. Failing to provide such notification, supply items and

quantities according to the intent of the Specification and Drawings, without claim for additional payment.

- C. Obtain all permits necessary for the execution of any work pertaining to the installation, or any operation by the Owner.
- D. If a conflict develops between the contract documents and the appropriate codes and is reported to the Owner prior to bid opening, the Consultant will prepare the necessary clarification. Where a conflict is reported after contract award, propose a resolution of the conflict and, upon approval, perform work.
- E. Electrical
 - 1. Power is provided to existing rack's with power distribution. Contractor will have to balance the new loads with existing circuits for proper operation.
 - 2. The entire rack and control room are on a room wide UPS, so no secondary UPS are required.
- F. Coordinate work with other trades to avoid causing delays in construction schedule.
- G. Fire Alarm Interface. Provide a fire alarm interface to engage emergency evacuation messages on designated displays.
- H. Coordinate product and materials delivery, offloading, staging, security and transportation with Owner.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. At least five years' experience with equipment and systems of the specified types.
 - 2. Experience with at least five (5) comparable scale MLB or NFL stadiums new construction or renovation projects within the last three years.
 - 3. Maintain a fully staffed and equipped U.S. service facility.
 - 4. Scoring software appropriate for NFL games and automated statistical record keeping.
- B. Prime Contractor's Qualifications information to be provided with Proposal. Firm experienced in the installation of systems similar in complexity to those required for this project; and meet the following criteria. Owner may choose to waive or enforce these items at the Owner's sole discretion:
 - 1. At least five years' experience with equipment and systems of the specified types.
 - 2. Experience with at least four (4) comparable scale MLB or NFL stadiums new construction or renovation projects within the last three years.
 - 3. Maintain a fully staffed and equipped U.S. service facility.
 - 4. In the Proposal, the potential Installer shall demonstrate that he has:
 - a. Adequate plant and equipment to complete the work.
 - b. Adequate regional service organization to meet warranty.
 - c. Adequate staff with commensurate technical experience.
 - d. Suitable financial status to meet the obligations of the work.
 - e. Hourly fee for software/animation programming.

- f. References from three (3) or more CMS or Video Production installations within the last 3 years.
 - g. List of electrical and other subcontractors intended to do the work.
5. Contractor shall attend pre-installation meetings to coordinate with other trades as required.

1.6 SUBMITTALS

- A. Submit all shop drawings and submittals in accordance with project requirements. Quantities listed herein are the minimum required of this contractor.
- B. Shop drawings and submittal data shall contain sufficient information to describe the Work to be performed. Drawings shall be executed at an appropriate scale. Submit files in Auto Cad/Revit and PDF format, and 1 hardcopy sets of drawings and submittal data; submit copies of catalog data sheets neatly bound in sets. Submit all Shop Drawing information at one time if possible. Submittals are to be provided on a schedule that allows for a 10 calendar day Owner review period without jeopardizing the project completion schedule. Information shall include but not necessarily be limited to:
- 1. Complete, detailed wiring diagrams for all systems, based on the contract documents but including cable types, identification and color codes, and detailed wiring of connections, both at equipment and between equipment racks and wiring in conduit.
 - 2. Location of all equipment in racks.
 - 3. Schematic drawings of any custom circuitry or equipment modifications, including connector pinouts and component lists.
 - 4. A material list of all equipment to be furnished, arranged in specification order. This list shall be followed by catalog data sheets, arranged in specification order, of all equipment to be furnished. Where a data sheet shows more than one product, indicate the model being proposed with an arrow or other appropriate symbol. This submittal must be submitted in its entirety.
 - 5. Power consumption of electronics racks.
 - 6. Proposed cable labeling technique.
 - 7. Samples as required in various specification paragraphs.
 - 8. Serial number list by location and rack.
- C. Training and Event Attendance Submittals:
- 1. All Operations and Maintenance manuals, as well as as-built drawings must be on site for all sessions of training.
 - 2. Following discussions with Owner, formally submit a Training and Event Attendance submittal 2-4 weeks prior to first training. Submittal shall:
 - a. Include a separate page/entry for every training session.
 - b. Indicate date, time, and approximate length of training session.
 - c. Indicate person(s) conducting training.
 - d. Indicate whether training will be video recorded.
 - e. Intended curriculum and most appropriate attendees (e.g. engineer, operations, IT, etc.)
 - f. Include signature and title lines for
 - 1) Owner acknowledging and accepting training schedule. Include both an accepted and rejected box. An alternate schedule time should be suggested by the Owner in the event the schedule is rejected.
 - 2) Countersigning by trainer indicating that training actually occurred.
 - 3) All persons attending training. Where attendees do not stay for the entire session, this should be noted on the form and initialed by Owner's representative attending training.

- 4) Owner's representative attending training at the end of the session shall initial that:
 - a) Training Occurred.
 - b) Training Materials were provided and left with Owner
 - c) Training was not interrupted or shortened by equipment or system troubleshooting. If it is, then there should be a line where Owner and Contractor can indicate when make-up training will be provided and how long it should be.
 - d) Training was generally sufficient for the proposed curriculum.
 - g. Include Notes section for Owner and Contractor to note any issues during training (areas requiring further development, etc.)
 3. Following training occurrence, submit completed training records no later than 5 days following end of training. When training is conducted over a period of weeks, completed training submittals shall be consolidated into a single submittal and submitted every 2 weeks.
- D. Final Inspection Notification Report. Two copies of a typed, neatly prepared checkout report for each piece of equipment and the entire system shall be prepared and submitted; it shall include:
1. A complete listing of every piece of equipment including serial number, the date it was tested and by whom, the results and date re-tested (if failure occurred during any previous tests).
 2. The final report shall indicate that every device tested successfully.
 3. A performance test report indicating that the system meets all of the Installer testing requirements of Part III.
- E. Contract closeout submittals:
1. Keep a complete set of drawings on the job, note any changes made during installation, and submit 1 corrected set of reproducible drawings showing Work as installed.
 2. Submit the following data for review, prepared as indicated, at least one week prior to acceptance testing (exceptions noted):
 - a. System Reference Manual: Furnish electronic copies. Provide tabular dividers with permanent legends for the following sections:
 - 1) System Operation and Instructions. Prepare a complete and typical procedure for the operation of the equipment as a system, organized by subsystem or activity. This procedure should describe the operation of all system capabilities. Assume the intended reader of the manual to be technically inexperienced and unfamiliar with this facility.
 - 2) A list of all equipment, indicating manufacturer, model, serial number, and equipment location (i.e.; rack/room number). Update following acceptance testing, if changed.
 - 3) Manufacturer's Instruction Manuals for all items of equipment, incorporating or followed by manufacturer's warranty statements.
 - a) Where manufacturer registration is required, register warranty in Owner's name, and at an address determined by Owner. Provide copy of registration.
 - b) For custom circuits or modifications, a description of the purpose, capabilities, and operation of each item.
 - 4) A list of settings, if applicable, of all semi-fixed controls. Update following acceptance testing.
 - 5) Photographically reproduced schematic wiring diagrams, based on the as-built documentation, at a reduced scale easy to handle but fully legible.
 - 6) Maintenance Instructions, including Installer's maintenance phone number(s) and hours; maintenance schedule; description of products

recommended or provided for maintenance purposes, and instructions for the proper use of these products.

- 7) A legend of acronyms and abbreviations must accompany all documentation.
- 8) Any other pertinent data generated during the Project or required for future service.

b. Photographically reproduced as-built wiring diagrams and overall Stadium wiring diagrams, at a reduced scale easy to handle but fully legible

F. Submittal format:

1. Provide a unique control number in consecutive order (e.g. 11 63 55-001)
2. Provide a complete table of contents with the following information:
 - a. Project title and number
 - b. Submittal number. In the case of a resubmittal, use the original submittal number immediately followed by the suffix "R" immediately followed by a unique number and be numbered in consecutive order.
3. Date of submission.
4. Referenced addendum or change order number as applicable.
5. Referenced specification Section, Part, Article, Paragraph and page number or drawing reference as applicable.
6. Index by manufacturer and model or part number unless specified otherwise herein.
7. Each submission page stamped with Contractor's certification stamp, initialed or signed certifying:
 - a. Review, approval and acceptance of submission.
 - b. Certification of product compliance to specification.
 - c. Verification product may be incorporated within the work.
8. Arrange product data list in specification order when applicable followed by unspecified product arrange by manufacturer and model or part number. Follow list by manufacturer's data sheets, arranged in the same order. Where a data sheet shows more than one product, indicate the model being proposed with an arrow or other appropriate symbol.
9. Drawings executed at an appropriate scale, but not smaller than 1/8 inch = 1'-0".
10. Bind Project Record Manual in titled three ring D style binders sized for 150 per cent of the required material. Maximum size: three inch spline. Use multiple volumes if necessary.

G. Resubmission Requirements:

1. Make any requested corrections or change in submittals required. Resubmit for review until no exceptions are taken.
2. Indicate any changes that have been made other than those requested.

1.7 PROJECT CONDITIONS

- A. Verify all conditions on the jobsite applicable to this work. Notify Consultant in writing of discrepancies, conflicts, or omissions promptly upon discovery.
- B. The drawings diagrammatically show cables, conduit, wiring, and arrangements of equipment fitting the space available without interference. If conditions exist at the job site which make it impossible to install work as shown, recommend solutions and/or submit drawings to the Consultant for approval, showing how the work may be installed.
- C. This installer is responsible for all additional electrical (high and low voltage) work for completed systems.

1.8 SOFTWARE LICENSE

A. Introduction

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

B. LICENSE GRANT AND OWNERSHIP

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

C. COPIES, MODIFICATION, AND USE

1. Source code shall be available to Owner for a period of not less than 15 years.
2. Owner may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of Owner and its representatives.
3. Owner may make modifications to the source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right in owner to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties.
4. All express or implied warranties relating to the software shall be deemed null and void in case of any modification to the software made by any party other than Contractor.
5. During the life of the system (defined as a period of not less than 10 years and not more than 15 years), the Contractor shall provide software updates in accordance with all necessary support requirements to maintain the system. This shall include a commitment

to provide appropriate patches, fixes, and interface updates as necessary to maintain the operability and security of the system at a level commensurate with the original system.

- a. In the event that computer and or processor hardware refinements and updates are necessary to support software updates 7 years after substantial completion, said hardware will be provided to Owner at the agreed upon terms for change orders of the original contract.
 - b. Labor shall be in accordance with change order rates of the original contract, as adjusted for inflation in accordance with Bureau of Labor Standards Employment Cost Index for Private Industry Workers (All Workers table). Historical information on ECI is currently available at: <http://www.bls.gov/web/echistrynaics.pdf>.
 - c. As an example, software shall be updated in accordance with an changes to league data systems, Sportsticker revisions, and to support new systems as they become available to the marketplace.
6. All hardware supplied shall support software updates for a period of not less than 7 years following substantial completion.
 7. All commercial software used, shall be registered to Owner, in Owner's name. Owner to be supplied with all software documentation including copies of software registration (completed by contractor).
 8. All custom software shall be written with remark statements which document function of subroutines and program requirements.

D. WARRANTIES AND REPRESENTATIONS

1. Contractor represents and warrants to Owner that:
 - a. It has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Owner.
 - b. The goods and services provided by contractor under this Software License, including the software and all intellectual property provided hereunder, are original to Contractor or its subcontractors or partners; and
 - c. The software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.
 - d. the Software at the time of delivery and at the commencement of the Warranty Period will not contain any virus, worm, lockout device, drop dead device, back door, time bomb, logic bomb, other contaminant, or self-propagating program designed to maliciously disable, erase, destroy, damage, alter or render meaningless, useless or ineffective, or otherwise harm, any data, content or functionality.
2. Contractor further represents and warrants that, throughout the System Warranty Period, the executable object code of software and the system will perform substantially in accordance with the System Specifications and Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement. No warranty of any type or nature is provided for the source code version of the software which is delivered as is.
3. Except as expressly stated in this Agreement, there are no warranties, express or implied, including, but not limited to, the implied warranties of fitness for a particular purpose, of merchantability, or warranty of no infringement of third party intellectual property rights.

E. THIRD PARTY ACCESS/INTERFACE

1. Where software provided is used to generate statistical information, installer represents and warrants to Owner that:
 - a. All license costs to provide "connections" (e.g. ODBC, XML, 232/422 discrete streams etc.) to other users (e.g. LED displays, CGs, even relational databases) are included.

- b. Interfaces at initial installation shall be to no less than 4 other systems.
- c. Costs for initial installation have been included. This shall include, but not be limited to: telephone consultations, file modifications required to provide the desired feed, protocol documentation, advance notification of system changes, etc.
- d. Costs for future interface consultation shall not exceed \$3,000 per annum.

1.9 ACCEPTANCE TESTING

- A. Upon completion of installation and initial tests and adjustments specified in Part 3, acceptance testing shall be performed by the Owner's representative or Owner's Consultant.
- B. Provide two persons familiar with all aspects of the system to assist the Owner's representative or Owner during acceptance testing. One of the available individuals must have specialized knowledge of the computer control system operating software and function of the system.
- C. The process of acceptance testing the System may necessitate moving and adjusting certain component parts; perform such adjustments without claim for additional payment.
- D. Final Acceptance shall occur after the CMS have functioned without failure for two separate NFL regular season home football games.
 - 1. Failure shall be defined as a failure of the display, or a portion of the display equal to 10% of that display's square footage, to meet the project performance specifications for a length of time greater than one minute due to electronic, electrical, mechanical, structural, or other failure of the display. Failure due to Owner's operators, spectators, or force majeure will not be considered event failure; failure due to installer's operators will be considered a failure.

1.10 WARRANTY/MAINTENANCE

- A. Warrant labor and all equipment/materials/software for twenty-four (24) months following the date of final acceptance or the second, trouble-free, (as designated by the Owner), regular season event in the venue, whichever is later, to be free of defects and deficiencies, and to conform to the drawings and specifications as to kind, quality, function, and characteristics. Repair or replace defects occurring in labor or materials within the Warranty period without charge.
- B. This warranty shall not void specific warranties issued by manufacturers for greater periods of time, nor shall it void any rights guaranteed to the Owner by law.
- C. System to be free of defects and deficiencies, and to conform to the drawings and specifications as to kind, quality, function, and characteristics. Repair or replace defects occurring in labor or materials within the Warranty period without charge.
- D. Register all manufacturer's warranties (e.g. software, computers, etc.) in Owner's name.

1.11 WARRANTY PERIOD SUPPORT REQUIREMENTS

- A. Within the warranty period, Installer shall be required to answer service calls within 4 hours and mitigate the problem within twenty-four hours.
- B. Preventative inspections shall occur within 30 days of the first event of the second and third seasons (one of the inspections will be occurring preceding the expiration of the 2-year warranty period) by not more than 40 days.
- C. In addition to training and warranty requirements, this installer shall provide event support services to facilitate troubleshooting and effect repair of the specified systems during critical events.
- D. Event support shall begin in a period 48 hours prior to the opening of gates and shall extend to 72 hours for a Sunday game and 96 hours for a Monday game.
 - 1. Two to three days prior to the event; test and review all CMS components and supporting computers to confirm proper operation; repair and address issues as required.
 - 2. Be available on call after testing.
 - 3. Be present on game day from at least 2 hours before gates open, until the time released by the Owner.
- E. During each year, provide these services for up to 12 events as designated by Owner.
- F. Provide sufficient manpower to effect repairs as expeditiously as possible.
- G. For two events designated by the Owner at the beginning of each warranty season, provide one (1) full day and one (1) event day of Video Processor (e.g. Ross Mosaic) operator configuration at a time designated by Owner by a manufacturer authorized trainer/operator/commissioning agent.
- H. Event support shall be provided by Senior Installer or Senior project engineer as approved by Operator.

1.12 PRODUCT STABILITY AND LIFE CYCLE DECLARATION

- A. This system is intended to be used by the Owner for 6-7 years holistically, and some key parts may be used in excess of 10 years. This section addresses this concern and project planning to ensure a stable, serviceable system for the Owner.
- B. The Owner may elect to pursue and maintain extended service contracts, warranties, and/or Service-Level Agreements with the Original Equipment Manufacturer (OEM) as outlined in this specification or offered by the OEM directly. Should the Owner execute these agreements, the OEM agrees that it may not sever or otherwise terminate these agreements due to product life cycle issues without providing an alternate solution at no additional cost at the time of issue for a minimum of 6 years. No language in the agreement shall supersede this requirement. If the Owner should not elect these agreements, the OEM agrees to provide no less than 18 months' notice that a product will be discontinued and offer at least the discount structure provided in the original project to the Owner to replace the obsolescing product/system with products fulfilling the same function.

- C. For all products proposed by the Contractor to meet this design specification and associated drawings, produce a report identifying which stage of product life cycle each product is in:
1. Introduction phase
 - a. This phase is defined as: Any products that are unreleased, newly released at bidding time, or scheduled to be released between the time this specification was originally transmitted and the date of integration in the Owners facility. Expected usable life is 10 years and beyond for products in this phase.
 - b. For any products in this phase:
 - 1) Identify unreleased products regardless of when they are scheduled to be released
 - 2) Identify any products for which the Owner will be the first primary user. Do not account for launch partners, test bed sites and the like.
 2. Growth/Maturity phase:
 - a. This phase is defined as: Products in the primary expansion and stable phase of product life. The product should be stable, past initial launch bugs, and be in a routine support system not requiring special effort by initial development teams to find and address Owner issues. Expected usable life is 7-10 years for products in this phase.
 3. Decline phase:
 - a. This phase is defined as: Any product that is anticipated to be off the market in less than 6 years from the date delivered to the Owner.
 - b. For any products in this phase:
 - 1) Identify products at risk of being obsolesced in 6 years or less. Provide suggestions for alternate solutions deployable at time of specification transmittal which would remove this product list.
 - 2) Provide statement of conformance from the original equipment manufacturer that the product proposed will be supported for a minimum of 6 years from the date of first use as defined in the project manual without claim for additional costs beyond standard service costs or extended warranty costs. One statement from each OEM including a list of applicable products is acceptable.

1.13 OWNER FURNISHED EQUIPMENT

- A. Certain Equipment is identified as Owner Furnished Equipment (OFE). This Owner Furnished Equipment will be available from the Owner at the project site.
- B. Inspect the Owner Furnished Equipment and advise the Owner of damage or defect and the extent of repair and/or adjustment required to bring the Owner Furnished Equipment to operating specifications. Any repair service is beyond the current scope.
- C. Incorporate into the system as if new, excepting warranty coverage.
- D. Existing Owner Furnished Equipment
 1. Daktronics Processors
 - a. HD-SDI Interfaces (DIA)
 - b. DVI Interfaces (DIP)
 - c. Ross Video XPression Studio
 - 1) XPN-2RU-M8
 - a) XST3-0001
 - b) XST-DLQ

- d. XPN-XTS-SE
- 2. Type A LED Incode (LED INCODE_A)
 - a. Ross Video Incoder XPN-INC-SW+HW
- 3. KVM interfaces
 - a. Single Head KVM Transmitters (EXT_A)
 - 1) Adderlink Single Head transmitters
 - b. KVM Interfaces
 - c. Miscellaneous Monitors, Keyboards and pointing devices.
- 4. Network Switches
- 5. Uninterruptible Power Supplies (UPS)

1.14 OWNER INSTALLED EQUIPMENT.

- A. The following equipment will be supplied and installed by the Owner. Certain cable and connections or services are provided to this equipment by the Video Control Installer. Coordination of cable connections and configuration is required. The actual equipment and its installation are by Owner or separate contract.

- 1. Video Control Room Sub-system.

1.15 OPTIONS AND UNIT COSTS

- A. Option 11 63 55 – A: Service Contract for software only for Years 3 through 10 for the scope of work covered under 11 63 55. Pricing shall remain in effect until the end of the warranty period or until the Owner accepts or declines this service contract whichever occurs first.

- 1. Requirements of service contract.
 - a. Following expiration of warranty period, owner will remove failed components from display (scoring or video) and ship, at owner's expense, to US repair depot.
 - b. Installer (or installer's Supplier) shall repair or replace components and ship to owner, at installer's expense using next-day delivery for Tuesday to Saturday deliveries at project location. Installer shall ship repair parts, within 24 hours of request of owner, prior to their receipt of failed part.
 - c. Repair and return shipment shall be in a timely fashion to maintain display operation.

- B. Option 11 63 55 – B: Service Contract for hardware for entire installation (processing and content management electronics, etc.). Years 3 through 10 for the scope of work covered under 11 63 55. Pricing shall remain in effect until the end of the warranty period or until the Owner accepts or declines this service contract whichever occurs first.

- 1. Requirements of service contract.
 - a. All costs for US factory parts repair or replacement shall be included.
 - b. Following expiration of warranty period, owner will remove failed components from display (scoring or video) and ship, at owner's expense, to US repair depot.
 - c. Installer (or installer's Supplier) shall repair or replace components and ship to owner, at installer's expense using next-day delivery for Tuesday to Saturday deliveries at project location. Installer shall ship repair parts, within 24 hours of request of owner, prior to their receipt of failed part.
 - d. Repair and return shipment shall be in a timely fashion to maintain display operation.
 - e. In the event that hardware must be changed out within a period of time during the parts warranty, please indicate year of this occurring.

- C. Option 11 63 55 – C: Cost to upgrade the OFE DMP and LED INCODE hardware to current platform.

- D. Option 11 63 55 – D: Cost for annual pre-season “health check”. Service to include updating of all software, verification of all control and display functions, repair (from owner spare inventory) of control equipment. The intent is, to the extent possible, bring the system up to as new operating condition and performance. Provide annual cost, guaranteed for years 3 through 10, including expenses.

- E. VOLUNTARY ALTERNATES
 - 1. Alternate 11 63 55 - VE# The Owner welcomes voluntary alternates that can improve the performance and functionality of the system or remove cost by deleting a requirement of the specifications that can save the Owner significant cost. Describe alternate and consequences, if any, for functionality, reliability or performance.

PART 2 - PRODUCTS

2.1 SPECIFIED PRODUCTS AND MANUFACTURERS

- A. Model numbers and manufacturers included in this specification are listed solely as a standard of quality and are not meant to exclude other products and manufacturers if the proposer can establish the quality and reliability thereof, in the sole discretion of the Owner, as described below. Regardless of the length or completeness of the descriptive paragraph herein, each device shall meet all its published manufacturer's specifications. Proposers are required to verify any such products or manufacturers continued performance is as required herein. Where two or more acceptable products are listed, the Installer may use either at his option. Listing of a specific manufacturer does not imply automatic acceptance of that company's product or submission, nor does it certify that vendor is accepted as qualified to perform work under this contract. Listing is to be considered only as an invitation to provide proposal. Where a manufacturer or vendor rather than a specific product model is listed, that manufacturer is required to meet all performance requirements outlined.

- B. Suppliers are invited to submit a proposal with no implication or certification that their proposed products meet the technical requirements of this specification.
 - 1. Control/content management equipment/software
 - a. Daktronics
 - b. Ross Video

2.2 GENERAL

- A. All equipment supplied shall be new and meet the latest published specifications of that product. In the event that the product is enhanced, or improved, supply the newer product at no additional cost.
 - 1. If product is discontinued or becomes obsolete due to continuing product development, replace it with manufacturers' current equivalent at time of installation at no additional cost.

2. If product is discontinued or becomes obsolete due to technology change, substitution will be based on fair market value of accepted and proposed products, upon approval of substitution by Consultant.
- B. While service contract costs form the basis for alternates, the annual costs for a parts and software only service contract cannot exceed 10% of the base bid price for this section of work. The specifics of the parts only costs are outlined in the description of the service contract.
 - C. Manufacturer's name, logo or representation shall not be visible to the public in any fashion.
 - D. All materials shall fully comply with Underwriters Laboratories or other acceptable testing agencies acceptable to local authorities with jurisdiction.
 - E. Regardless of the length or completeness of the descriptive paragraph herein, provide product complying with no less than the specified manufacturer's published specifications.
 - F. Provide product not specifically specified commensurate with the quality and standards established by the specified product.
 - G. Provide product of given type from one manufacture.

2.3 LED DISPLAY PROCESSING AND COMPOSITING

- A. Video/Scoreboard Processor
 1. Video Display Compositor (CCOMP₁)
 - a. Ross Mosaic as quoted in 2.4 C.
 2. Provide remote operation will be for the processor which responds to the VDCP or Rosstalk protocol common in production switchers which allows for effects (in this case processor transitions) to be queued, run, and rewind. Note: VDCP over Ethernet has been supported/operated to date and is preferred implementation.
 3. Each compositor shall output two HD-SDI signals to video production system which represents a composite of the same "feed" which is being sent to the video display.
 - a. If computers are employed as part of the LED Video display system, they shall meet these specification requirements as well as:
 - b. If a computer is used as part of the processor—or used for remote control or any other functions of the video board—provide a complete backup computing system running in a full-time, on-line backup mode with appropriate disk mirroring.
 4. Video boards are to be programmed independently, do not assume mirrored display(s).
- B. Redundant Video Processing is required.

2.4 LED VIDEO AND LED DISPLAY CONTROL COMPONENTS

- A. Computer based control system hardware shall exhibit sufficient computer processor power and speed to generate images instantly on command. Software packages and control electronics shall provide specified operational features. All control system software and messages shall be stored on non-volatile disk. Function of each workstation used for a particular display shall be able to be accessed and operated in the event of computer failure with workstation in the same functional group.

- B. For this project the following configurations are allowed:
1. Fully redundant solutions
 2. N+2 for Players (with manual failover)
 3. N+1 for support functions (with manual failover)
- C. Minimum Computer Processor Configuration for each CPU
1. CPU: as required by system operation.
 2. Case: rack mount, with mounting rails.
 3. Memory: 32 gigabyte (minimum) expandable to 64 gigabytes; if software requires additional memory to function, provide at no cost to Owner.
 4. Hard Disk: as required to support 5 years of material.
 5. Video: 64 bit graphics accelerator capable of 16 million colors at 1920x1200. Refresh rate to be at least 72 Hz. Configure system to run at optimum resolution.
 6. Monitor: Existing
 7. Mouse: Two button Microsoft Intellimouse with IntelliEye.
 8. Keyboard: full size with separate numeric keypad and cursor control.
 9. Serial ports: two.
 10. Computer system shall be completely tested by manufacturer prior to delivery.
 11. 10/100/1000 Mbps Fast Ethernet adapter
 12. Software:
 - a. All software necessary to interface this computer to scoring system for configuration and operation.
 - b. Provide latest version of Windows® software on computer that is compatible with Video Display system.
 - c. Provide with Microsoft Internet Explorer, Google Chrome, Safari or Firefox, depending upon team's office standard or preference.
 13. Control System configuration to include on-line, redundant primary and backup server.
 14. Computers to consist, at a minimum, of the following:
 - a. Scoreboard Room remote control computer (may be Keyboard, Video, and Mouse extension if architecture supports this approach).
 - b. Rack control computer (may be Keyboard, Video, and Mouse extension if architecture supports this approach).
 - c. Operator 1
 - d. Operator 2
 - e. Operator 3
- D. Control & Interface Requirements
1. External Feeds
 - a. Information on out-of-town statistics, standings, league, team and individual statistics shall be acquired via the NFL, Sports Ticker data feeds or other third party services as identified by the Team. These feeds to be interfaced directly with scoreboard control system, with automatic, real-time update capability.
 - b. Installer to coordinate interface with outside information services with the Team. Software vendor shall interface to any data service client wishes throughout the warranty period. Vendor may identify any limitations of this service with their response (e.g. XML, 232, or other data interfaces).
 - c. System to allow input of electronic stenograph data for text display on any matrix display and existing fascia displays. Coordinate location of stenographer with Consultant and Team. Provide data link to this location from control system.
 2. Closed Captioning
 - a. Interface the LED Content Generation system with the existing Closed Captioning Encoders to display captioning feeds on the appropriately designated ribbons.
 3. The LED control system shall be configured to allow the following functions.

- a. Preview: Preview animations or messages on the user system monitor(s) prior to display on spectator displays.
- b. Maximum of a 0.25 second response to a control system command.
- c. Security Code Access: Passwords shall be available to system users to log into and access the control of the display system.
- d. Message Display Procedure: User can develop a display "play list" that can include an unlimited number of files (messages) in a specified order, for a specified period of time, at certain times of the day. Individual files can be given time constraints so that a message can be dropped from being displayed after a given number of times.
- e. Messages to be able to combined with images in a single template and the resulting combined file able to be scheduled for automated presentation. The start time of the display to be able to be entered for subsequent automated start, or initiated immediately with a key stroke/click. Files in queue to be able to be identified, and duration of each message on the display set via software control.
- f. Message Logging and Recall: All displayed messages or animations shall be recorded into a Message Log. Any message or selected number of frames of animation can be retrieved from the Message Log and printed on the system printer. A summary of the Message Log shall provide a description of the event, title of the message or animation, date and time of display, duration of display, which board(s) received the message, and which particular quarter/inning (or other moment of the event) the message occurred. A similar log shall exist for the rotating signs.
- g. Real Time Access: Provide access from any message console to current messages, statistics, game-in-progress and animation.
- h. Minimum of 8 user definable display zones (separate areas for displaying information) within both color and monochrome displays for the matrix boards with the size and location determined by the operator. Zones to be controlled individually, in groups, or totally at the same time, for all scoring, including auxiliary boards. Zone capability to simultaneously include text captioning or score at location of displays. Messages shall be able to crawl or roll in predefined zones with a minimum of four separate speeds.
- i. Temperature, time of day and date programming.
- j. Provide capability to define location, size, fonts, and format of clocks on any addressed display.
- k. Assignable Z-order priority
- l. Effects: Provide the following effects for characters, messages, symbols and animation:
 - 1) Operator control of message, including sequencing and timing.
 - 2) Repetitious rotating of selected zones of any display zone with at least three separate speeds.
 - 3) Vertical and horizontal venetian blind change.
 - 4) Horizontal travel with a minimum of three separate speeds.
 - 5) Vertical scroll with a minimum of three separate speeds.
 - 6) Wipe up/wipe down.
 - 7) Wipe left/wipe right.
 - 8) Wipe in a random-dot fashion.
 - 9) Expand horizontally.
 - 10) Expand vertically.
 - 11) Transitions inside special effects shall include "dissolve", and "black hole" effects. Black hole and zoom effects to have user definable directions and origins.
- m. Control system to allow designation of "soft" keys for rapid display of standard game conditions.
- n. Security Code Access: Passwords shall be available to system users to log into and access the control of the display system.

E. Message Logging Requirements

1. All messages or animations shown on any video display shall be recorded into a Message Log. The Message Log shall be tied into the game controller and statistics memory. Any message or selected number of frames of animation can be retrieved from the Message Log and printed on the system printer.
2. All displayed files, messages or animations shown on any video display shall be recorded into traffic database (log). Note: Logging system should be content priority zone aware and log only content that was visibly displaying on the output.
3. System will store the logging information for a minimum of 30 days.
4. At a minimum every file, message or animation in the traffic database shall provide:
 - a. A description of the event
 - b. Title of the message or animation
 - c. Dates and times of display
 - d. Date and time of first display
 - e. Date and time of last display
 - f. Other dates and times of display
 - g. duration of display, which display(s) received the message
 - h. Client (e.g. advertiser, agency or network) associated with message or animation.
 - i. sub-client information related to the piece (e.g. identifying a specific advertising campaign,
 - j. Contact information (e.g. name, phone, address, billing codes, etc.)
 - k. Missed display (e.g. scheduled, but did not occur due to being "pre-empted" by live piece or higher priority material).
 - l. Traffic reports shall be able to be created based upon user definable fields such as:
 - 1) Client,
 - 2) Element (e.g. file, message, animation, etc.)
 - 3) Daily, weekly, monthly, etc.
 - m. Traffic reports shall be able to be generated in MS Excel

F. Content Management Solution

1. Ross Solution; Quote: Q-00083027-V1 (or latest); contact SLepresales@rossvideo.com.
2. Daktronics Solution:

2.5 LED COMMISSIONING SERVICES

A. Test Pattern Requirement

1. Provide a test pattern program file for viewing on all displays in system and configured for each LED display. Test pattern to contain the following repeating items:
 - a. Full red 10 sec.
 - b. Numerical grid 5 sec (grid to indicate lighting units/modules)
 - c. Full blue 10 sec
 - d. Numerical grid 5 sec
 - e. Full green 10 sec.
 - f. Numerical grid 5 sec
 - g. Full white 10 sec
 - h. Numerical grid 5 sec.

B. Emergency Message Requirement

1. Provide a special button or "soft" key on keyboard to initiate a minimum of six different stored emergency text messages of Owner's creation, on all displays capable of text.

- C. In addition to training noted herein, provide vendor recommended commissioning for the content playback system, setup at a time coordinated with the Owner

2.6 LED CREATIVE SERVICES—NONE

2.7 SCORING DISPLAY SUPPORT EQUIPMENT

- A. Networked Functions. The following devices should be configured to be shared on a network between individual workstations as well as the Video Replay System:
 - 1. Network Back-up Requirements:
 - a. Each computer provided under this contract shall be able to be backed up over the network to shared storage mediums by the Operator and Tenant.
 - b. Work with the Owner to establish back-up procedures and directories.
 - c. Same system shall be used for imaging all computers.
 - 2. Internet gateway: via network connection to team's computer system
- B. KVM Solution
 - 1. Owner Provided
- C. DISTRIBUTION GEAR AND SIGNAL PROCESSING
 - 1. Frames and Power Supplies
 - a. Frame with cooling fan, network card with 1 power supply
 - 1) Ross Video
 - a) Ross Video OG3XFR-CN with dual power supply and FSB-OGX (frame support bracket per frame.
 - 2) Evertz
 - a) Evertz 500FR with dual power supply and 500FC frame controller
 - b) Evertz 7800QT
 - b. Spare Power Supply:
 - 1) Mounts in selected Distribution Gear Card Frame
 - 2) Acceptable product:
 - a) Ross PS OGX. (Quantity: 1 for every 4 trays, round fractional numbers up)
 - b) Evertz backup/redundant power supply. (Quantity: 1 for every 4 trays, round fractional numbers up)
 - 2. Type 1 Serial Equalizing Amplifier (SDA₁)
 - a. 1 x 8 General distribution amplifier.
 - b. Mounts in selected Distribution Gear Card Frame.
 - c. Evertz
 - 1) Evertz 500DA-3G
 - d. Ross Video
 - 1) Single Channel Solution
 - a) Ross Video SEA-8803-R2
 - 2) Dual Channel Solution
 - a) Ross Video DRA-8804-R2H
 - 3. Type 2 Serial Equalizing Amplifier (SDA₂):
 - a. 1 x 4 General distribution amplifier.
 - b. Mounts in selected Distribution Gear Card Frame.
 - c. Ross Video
 - 1) Dual channel solution
 - a) Ross Video DEA-8805-R2
 - 2) Quad Channel solution

- a) Ross Video QRA-8808-R2H
 - d. Evertz
 - 1) Evertz 500DA2Q-3G
 - 4. Type 3 Serial Equalizing Amplifier (SDA₃):
 - a. 1x2 General distribution amplifier.
 - b. Mounts in selected Distribution Gear Card Frame
 - c. Evertz
 - 1) Evertz 500DA2Q-3G
 - d. Ross Video
 - 1) Single Channel Solution
 - a) Ross Video SRA-8802-R2
 - e. Dual Input, Serial Backup Distribution Amplifier (SDAS)
 - 1) Ross Video SRA-8802, in quantities of 2
 - a) Ross Video Rear Split Module
 - (1) R2S-8802, 1 per 2 SRA-8802
- D. Type 1 HDMI converter (HDMI₁)
 - 1. Acceptable products:
 - a. Cobalt 9927-StoH plus appropriate tray and power supply.

2.8 MISCELLANEOUS EQUIPMENT REQUIREMENTS

- A. Cable, connectors and miscellaneous hardware
 - 1. Video (under 100') and AES-U Cable. Precision video cable, PVC jacketed. Solid center conductor. Color: cable to be ordered in 6 colors (other than black) for each separate cabling system:
 - a. Gepco VDM-230
 - b. CommScope as approved
 - c. Belden 1855
 - 2. INTRA- ROOM Video. Precision video cable, PVC jacketed. Solid center conductor. Color: cable to be ordered in 6 colors (other than black) for each separate cabling system:
 - a. Gepco VSD-2001
 - b. CommScope as approved
 - c. Belden 1694A
 - 3. CABLE FOR ANY RUNS OUTSIDE OF MAIN EQUIPMENT ROOM. Precision video cable, PVC jacketed. Solid center conductor. Color: cable to be ordered in 6 colors (other than black) for each separate cabling system.
 - a. Gepco VHD7000
 - b. CommScope as approved
 - c. Belden 7855A
 - 4. AES-B Audio Cable
 - a. Gepco DS401
- B. Connectors
 - 1. XLR type connectors shall incorporate metal shells and bodies and employ a non-hygroscopic dielectric. Panel connectors to be removable from panel front for solder and repair work. Male and Female panel connectors to fit in the same cutout. XLR connectors: Neutrik.
 - 2. BNC Bulkhead Connections to utilize gold plated center contacts, insulated from panel feed-through connection: ADC BHFT-1
 - 3. BNC cable connections to utilize gold plated center contact, dual crimp connections: ADC BNC

C. Single Mode Fiber Optic Cable

1. Single Mode Fiber Optic Cable
 - a. Single mode gel free fiber optic cable.
 - b. Provide for inside use.
 - c. Cable to be provided with Appropriate NEC rating.
 - d. Provide with interlocking armor to shield against damage for cable tray.
2. 6 Strand Single Mode Fiber
 - a. 6 Fiber Riser Rated Product:
 - b. For general use where allowed by Code
 - c. Acceptable Product:
 - 1) Belden B9W230
 - 2) Clark D006SMRIA
 - 3) Corning 006E81-31131-A1
3. 6 Fiber Plenum Rated Product
 - a. For general use where allowed by Code
 - b. Acceptable Product:
 - 1) Belden B9W240.
 - 2) Clark D006SMPIA
 - 3) Corning 006E88-31131-A3
4. 6 Fiber Indoor/Outdoor Rated Cable
 - a. For use when cable is exposed to moisture and allowed by code.
 - b. OFCP & Indoor / Outdoor rating. Requires code compliance.
 - c. Water Block Tape.
 - d. Acceptable Product:
 - 1) Belden B9W240T
 - 2) Clark D006SMPIA
 - 3) Corning 006E88-31131-A3
5. 12 Strand Single Mode Fiber
 - a. 12 Fiber Riser Rated Product:
 - b. For use within Plenum spaces or as required by Code
 - c. Acceptable Products
 - 1) Belden B9W231.
 - 2) Clark D012SMRIA
 - 3) Corning 012E88-31131-A3
6. 12 Fiber Plenum Rated Product
 - a. For use within Plenum spaces or as required by Code
 - b. Acceptable Products:
 - 1) Belden B9W241.
 - 2) Clark D012SMPIA
 - 3) Corning 012E81-31131-A1
7. 12 Fiber Indoor/Outdoor Plenum Rated Product
 - a. For use when cable is exposed to moisture and allowed by code
 - b. OFCP & Indoor / Outdoor rating. Requires code compliance
 - c. Water Block Tape
 - d. Acceptable Product:
 - 1) Belden B9W241T
 - 2) Clark D012SMPIA
 - 3) Corning 012E8P-33131-A1

D. Panels

1. Blank Panels
 - a. Type: Flanged.
 - b. Material: 16 gauge aluminum.
 - c. Finish: Black brushed anodized.

- d. Acceptable product:
 - 1) Middle Atlantic BL series
- 2. Vent Panels
 - a. Type: Flanged.
 - b. Material: 18 gauge steel.
 - c. Finish: Black power coat finish.
 - d. Acceptable product:
 - 1) Middle Atlantic VTF series
- 3. House Field ENG Fiber Enclosure
 - a. Rack mount enclosure.
 - b. Provide for internal fusion splicing and cable management.
 - c. Provide for external strain relief for cables.
 - d. Front Panel: Zirconia sleeve SMFO ST feed through with metal dust caps attached to front panel with stainless steel mounting hardware.
 - e. Blank unused ports.
 - f. Acceptable product:
 - 1) Clark X-FB1-STSM-06.

PART 3 - EXECUTION

3.1 GENERAL

- A. All equipment and materials shall be new. Take care during installation to prevent scratches, dents, chips, etc.
- B. Mount equipment and enclosures plumb and square. Permanently installed equipment to be firmly and safely held in place. Design equipment supports to support loads imposed with a safety factor of at least three. Seismic bracing shall be installed on appropriate equipment where local codes require such installation.
- C. Cover edges of cable pass-through holes in chassis, racks, boxes, etc., with rubber grommets or Brady GRNY nylon grommets.
- D. AC Power and Grounding
 - 1. Adhere to all local and national electrical codes and standards.
 - 2. Label power distribution equipment (e.g. breaker panels, disconnects, and load centers) as to what portion of what module is being served by that device (e.g. breaker).
- E. All engraving shall be 1/8" block sans serif characters unless noted otherwise. On dark panels or push buttons, letters shall be white; on stainless steel or brushed natural aluminum plates, or light-colored push buttons, letters shall be black.
- F. Equipment and Cable Labeling
 - 1. Provide engraved lamicoïd labels on the front and rear of active equipment mounted in racks. Mount labels in a neat, plumb and permanent manner. Embossed labels are not acceptable. Equipment labels to have at least three lines of engraving with the first line listing the general name of the device. The second line to include the schematic reference of the device. The bottom line to indicate what other devices or areas this equipment controls.

2. Provide an engraved label over each user-operated control that describes the function or purpose of the control. Label size to be adjusted to fit available space.
3. Engraved labels to have 1/8" high characters minimum. Labels to be black with white characters except where indicated.
4. Cables, and wiring to be logically, legibly and permanently labeled for easy identification. Labels on cables to be adhesive strip type covered with clear heat-shrink tubing. Factory stamped heat shrink tubing may be used in lieu of the adhesive strip style label. Hand-written or self-laminating type labels are not acceptable.
5. Wiring designations to be an alphanumeric code that is unique for each cable. Locate the cable designation at the start and end of each cable run and within 3" of the point of termination or connection. For cable runs that have intermediate splice points, the cable shall have the same designation throughout with an additional suffix to indicate each segment of the run. Actual cable designation assignments to be determined by Installer. Add cable designation codes to system schematic drawings included with Project Record Drawings.
6. Label each terminal strip with a unique identification code in addition to a numerical label for each terminal. Show terminal strip codes on system schematic drawings included with Project Record Drawings.
7. Provide adhesive labels on the rear of equipment where cables attach to indicate the designation of the cable connected at that point.

3.2 SYSTEM WIRING

- A. Take precautions to prevent and guard against electromagnetic and electrostatic hum. For line level audio signals, float cable shields at the output of source device. Shields not connected to be folded back over cable jacket and covered with heat-shrink tubing. Do not cut off unused shields.
- B. Exercise care in wiring; damaged cables or equipment will not be accepted. Isolate cables of different signals or different levels; and separate, organize, and route to restrict channel crosstalk or feedback oscillation in any amplifier section. Keep wiring separated into groups for microphone level circuits, line level circuits, loudspeaker circuits, and power circuits.
- C. Make joints and connections with rosin-core solder or with mechanical connectors approved by the Owner's Consultant; where spade lugs are used, crimp properly with ratchet type tool. Spade lugs mounted on 22 gauge or smaller cable to be soldered after crimping.
- D. Execute wiring in strict adherence to standard professional practice.
- E. Neatly lace vertical and horizontal wiring inside rack with lacing bars. Horizontal wiring in rack to be neatly tied in manageable bundles with cable lengths cut to minimize excess cable slack but still allow for service and testing. Provide horizontal support bars if cable bundles sag. Neatly bundle excess AC power cable from rack mounted equipment with velcro cable ties; where short power cables are not available. Rack wiring to be bundled with velcro cable ties or hoop distribution system. Electrical tape and adhesive backed cable tie anchors are not acceptable.
- F. Provide adequate service loops so that equipment mounted on rack slides may be pulled fully out, to their locked position without straining cable.
- G. All mini-BNC, mini-DIN and RCA/phono connections shall be made directly to the cable in question; whips and adapters are not acceptable.

- H. Wiring and connections shall be completely visible and labeled in rack. Termination resistors shall be 1% tolerance; fully visible and not concealed within equipment or connectors.
- I. Custom rack panels shall be 1/8" thick aluminum, standard rack sizes, brushed black anodized finish unless otherwise noted. (Brush in direction of aluminum grain only.) Custom connector plate (speaker, microphone, etc.) finishes shall be selected from manufacturer's full range of standard finishes. Plastic plates will not be accepted, even if building standard in other areas.
 - 1. All engraving shall be 1/8" block sans serif characters unless noted otherwise. On dark panels or push buttons, letters shall be white; on stainless steel or brushed natural aluminum plates, or light-colored push buttons, letters shall be black.
- J. All patch panels shall be wired so signal "sources" (outputs from devices) appear on the upper row of a row pair; all "loads" (inputs to devices) appear on the lower row of a row pair. All patch panel designation strips shall utilize alphanumeric and descriptive labels. The jack positions in each horizontal row shall be numbered sequentially from left to right. The horizontal jack rows shall be lettered sequentially from top to bottom. The alphanumeric identification of each jack shall be included on the functional block drawings.
- K. General Equipment and Cable Labeling:
 - 1. Provide professional adhesive labels on the front and rear of active equipment mounted in racks. Mount labels in a neat, plumb and permanent manner. Embossed labels are not acceptable. Equipment labels to have at least three lines of engraving with the first line listing the general name of the device, i.e., COMB GENERATOR, or RF SWITCHER. The second line to include the schematic reference of the device, i.e., COMB GEN, or RF SWITCH. The bottom line to indicate what other devices or areas this equipment controls, i.e., FEEDS SPLITTER or MONITOR/RECEIVER.
 - 2. Engraved labels to have 1/8" high characters minimum. Labels to be black with white characters except where indicated.
 - 3. Cables and wiring to be logically, legibly and permanently labeled for easy identification. Labels on cables to be adhesive strip type covered with clear heat-shrink tubing. Factory stamped heat shrink tubing may be used in lieu of the adhesive strip style label. Hand-written or self-laminating type labels are not acceptable.
 - 4. Wiring designations to be an alpha-numeric code that is unique for each cable. Locate the cable designation at the start and end of each cable run and within 3" of the point of termination or connection. For cable runs that have intermediate splice points, the cable shall have the same designation throughout with an additional suffix to indicate each segment of the run. Cable labels shall identify source and destination codes on each label. Actual cable designation assignments to be determined by Installer. Add cable designation codes to system schematic drawings included with Project Record Drawings.
 - 5. Label each terminal strip with a unique identification code in addition to a numerical label for each terminal. Show terminal strip codes on system schematic drawings included with Project Record Drawings.
 - 6. Provide adhesive labels on the top and bottom of DC power supplies with the general name of the device they are powering.
 - 7. Provide adhesive labels below each outlet on all power strips indicating which device is being powered.
- L. Device labeling shall consist of two types: functional drawing reference and operational naming convention. Device physical labeling shall apply to functional drawings and physical labels on devices, operational naming convention shall allow user to provide flexible labeling between devices and their function (e.g. camera naming/numbering, file server labels).

M. Installation of Cable and Wiring

1. Install cable in a manner to adhere to manufacturer's specifications for maximum cable pulling tension, minimum bend radius, and rigging calculations and restrictions.
2. Provide appropriate support at all horizontal-to-vertical transitions in order to keep the weight of the cable from degrading at the point of transition.
3. Provide splice free wiring and cabling from origination to destination.
4. Make joints and connections with rosin-core solder or with mechanical connectors approved by the Owner's Representative; where spade lugs are used, crimp properly with ratchet type tool.
5. Take precaution to prevent and guard against electromagnetic and electrostatic hum. For line-level audio signal, float cable shield at the output of source device. Shield not connected to be folded back over cable jacket and covered with heat-shrink tubing. Do not cut off unused shield.
6. Isolate cables and wires of different signals or different levels; and separate, organize, and route to restrict channel crosstalk or feedback oscillation in any amplifier section in compliance with ASDI article 12.3.
7. Cover edges of cable and wire pass-through holes in chassis, housings, boxes, etc., with rubber grommets or Brady GRNY nylon grommetting.
8. Install cable so that a radius bend of no less than ten times the cables OD is maintained.

N. Housing Cabling and Wiring

1. Provide 1'-6" minimum service loop within junction boxes to enable plates to be removed from the junction box and serviced.
2. Install cable and wire neatly tied in manageable bundles with cable lengths cut to minimize excess cable slack but still allow for service and testing. Provide horizontal support bars if cable bundles sag.
3. Cables should be dressed to permit individual plates and panels to be removed, without disturbing adjacent plates or panels.
4. Neatly bundle excess AC power cable from housing mounted equipment with plastic cable ties.
5. Provide plastic cable ties or lacing twine to bundle cabling and wiring. Electrical tape and adhesive backed cable tie anchors are not acceptable.
6. Install with connections completely visible and labeled.

3.3 INSTALLER AND MANUFACTURER TESTS AND ADJUSTMENTS

A. Verify the following before beginning actual tests and adjustments on the system:

1. Electronic devices are properly grounded.
2. Powered devices have AC power from the proper circuit and hot, neutral, and ground conductors are connected correctly.
3. Insulation and shrink tubing are present where required.
4. Dust, debris, solder splatter, etc. is removed.
5. Cable is dressed, routed, and labeled; connections are consistent with regard to polarity.
6. LED Content Generation System
 - a. Control servers configured to communicate with Controllers, DMPs, LED Video Router and Video Production Switcher
 - b. Master & Redundant control servers configured to communicate with all DMPs and redundancy fail over working.
 - c. All digital media players configured to be controlled by the master and redundant control servers.
 - d. All digital media players outputs rendering synchronous with each other with no evidence of visible video distortion or tearing.

- e. LED compositing systems configured to output the correct canvas to the led processors with all display settings configured and communicating with Dashboard Control Servers and video production switcher.
- f. All messages displayed on visible LED boards recorded in the content logging system.
- g. Multiviewer outputs configured to display master views of all content being displayed on the LED displays

B. Preparation for Acceptance, prior to final inspection:

1. Temporary facilities and utilities shall be properly disconnected, removed and disposed of off-site.
2. All systems, equipment and devices shall be in full and proper adjustment and operation, and properly labeled and identified.
3. All materials shall be neat, clean and unmarred and parts securely attached.
4. All broken work, including glass, raised flooring and supports, ceiling tiles and supports, walls, doors, etc. shall be replaced or properly repaired, and debris cleaned up and discarded.
5. All extra materials, portable equipment, and spares shall be delivered and stored at the premises as directed.
6. All as built documentation, record drawings, operations and maintenance manuals, and test data must be presented prior to or during acceptance as determined by Consultant.
7. LED Control System
 - a. Assessment of images rendered by DMPs
 - b. Assessment of system connectivity and functionality
 - c. Review of animations
 - d. Review of scoring and clock functions.
 - e. Review of system operation on redundant cabling.
 - f. Control functions shall be checked for proper operation, from controlling devices to controlled devices.
 - g. Installed and loose equipment will be inventoried for correct quantity.
 - h. Testing to include demonstration of Stenograph and Sports Ticker data input capability. Provision of stenograph equipment and operator as required, is the responsibility of the Installer.
 - i. Verify proper configuration of the fire alarm interface

3.4 TEST EQUIPMENT

A. Provide test equipment and complete, installed control system for final acceptance testing. Test equipment to be available for the entire period through final system acceptance. Prior to start of testing, provide a list to the Owner's Consultant of test equipment make and model numbers that will be used.

1. Dual-trace oscilloscope: 100 MHz bandwidth, 1 mV/cm sensitivity, TV trigger.
2. Multimeter: Measurement range, DC to 20,000 Hz, 100 mV to 300 V, 10 ma to 10A.
3. Spot photometer: equal to Minolta CS100
4. The following equipment will be needed in the process of acceptance testing. Some of this equipment may exist in the video replay system. The use of the video replay system's components should be confirmed with the Owner and Owner's Consultant. In the event that this equipment is not available, then it shall be provided by installer.
 - a. Television test signal generator: Tektronik, Leitch; composite or component depending upon actual connections to display.
 - b. Waveform monitor and vectorscope: Tektronik or Videotek; composite or component depending upon actual connections to display. Unit should be portable.
 - c. Portable 13" color video monitor: Panasonic BT-H1390Y or Sony PVM-14L2.

3.5 ACCEPTANCE

- A. Upon completion of installation and initial tests and report specified in Part 3, acceptance testing shall be performed by the Owner's Consultant.
- B. Acceptance testing will include operation of each major system and any other components deemed necessary. Installer will assist in this testing and provide any test equipment required specified herein. Installer shall provide at least 2 technicians available for the entire testing period (day and night), to assist in tests, adjustments, and final modifications. Tools and material required to make any necessary repairs, corrections, or adjustments shall be furnished by the Installer. Testing process is estimated to take a minimum of 3 days. Testing to include demonstration of Stenograph and Sports Ticker/other outside service, data input capability. Provision of stenograph equipment and operator as required, is the responsibility of the Installer.
- C. The following procedures will be performed on each System:
 - 1. Control functions shall be checked for proper operation, from controlling devices to controlled devices.
 - 2. Adjust, balance, and align equipment for optimum quality and to meet the manufacturer's published specifications. Establish and mark normal settings for each adjustable control with small white, adhesive dots, and record these settings, in the "System Operation and Maintenance Manual."
 - a. For physical controls, normal settings shall be marked with small white, adhesive dots.
 - b. For software controls, "screen shots" of the relevant menus, pages or dialog boxes shall be made. Additionally, software presets shall be recorded to "disc" permitting full recall.
 - 3. Installed and loose equipment will be inventoried for correct quantity.
 - 4. Any other test on any piece of equipment or system deemed appropriate.
 - 5. Testing to include demonstration of Stenograph and Sports Ticker data input capability. Provision of stenograph equipment and operator as required, is the responsibility of the Installer.
- D. In the event the need for further adjustment or work becomes evident during setup and/or acceptance testing, the Installer will continue his work until the system is acceptable at no addition to the contract price. If approval is delayed because of defective equipment, or failure of equipment or installation to meet the requirements of these specifications, the Installer will pay for additional time and expenses of the Owner and Owner's Consultant.
- E. The Owner's Consultant's fees and costs involved in acceptance testing are not the responsibility of the CMS Installer, except as described in Part 3 of this specification.
- F. Final acceptance will follow the successful control system operation at the completion of the NFL team's first two regular season home games.

3.6 DEMONSTRATIONS AND TRAINING

- A. Provide 120 hours content playback instruction to Owner designated personnel on the use and operation of the System, scheduled as a minimum of 24 separate sessions, by an instructor fully knowledgeable and qualified in system operation. The System Reference Manuals should be complete and on site at the time of this instruction. Coordinate schedule of demonstration with

Consultant and Owner. At direction of Operator or tenant, a portion of training time may be deferred to end of, or at any point during the first NFL regular football season as follow-up sessions to enhance Owner's ability to maximize performance of system.

- B. Provide 24 hours Video Display Compositor instruction to Owner designated personnel on the use and operation of the System, scheduled as a minimum of 3 separate sessions, by an instructor fully knowledgeable and qualified in system operation. The System Reference Manuals should be complete and on site at the time of this instruction. Coordinate schedule of demonstration with Consultant and Owner. At direction of Operator or tenant, a portion of training time may be deferred to end of, or at any point during the first NFL regular football season as follow-up sessions to enhance Owner's ability to maximize performance of system.

- C. Training Schedules
 - 1. Training should be scheduled to be non-overlapping, unless agreed to by the Owner.
 - 2. Actual training schedule shall be by agreement with Owner. Do not assume that training will occur over 8 hour days. It is more likely that training will be scheduled in 4 to 6 hour increments; perhaps over a period of weeks (or even months).
 - 3. In the event that a portion of the training time is occupied in troubleshooting the equipment installation, then the training time shall be extended an equal amount of time.

- D. The following is a general idea of the training "curriculum":
 - 1. A general familiarization of the Owner's representative(s) of the device.
 - 2. An explanation of how the device interfaces to the rest of the system (including data connections; timing requirements and the like).
 - 3. General training on operating the device.
 - 4. Specific training on device operation (e.g. entering statistics; how to access data retrieval sources; how to create repeatable formats and layouts, changing fonts, loading new fonts).
 - 5. Saving information; backing information up (including a review of the proper procedures for backing up).
 - 6. Basic troubleshooting
 - 7. Specific troubleshooting (this information may be conveyed to personnel other than the device's "operators").
 - 8. How to upgrade software; precautions taken while doing (e.g. backing-up existing software, don't be the first one to try the new software on game day).
 - 9. Creating and downloading content playback reports
 - 10. Failover procedure to redundant components

- E. In addition to training noted above, provide two days of manufacturer LED Processor commissioning and two days of training and setup at a time coordinated with Owner.

- F. In addition to training noted above or within the event support requirements, the software/template trainer shall be present at four NFL home football games as designated by the Owner.

- G. In the event that the LED CMS is used prior to final acceptance, attendance in support of said usage shall not be construed as acceptance, or as event attendance.

END OF SECTION 11 63 55



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

TRADE CONTRACT AGREEMENT

THIS TRADE CONTRACT AGREEMENT (“Trade Contract Agreement”) is made as of the **xxxth** day of **xxxx** in the year of **2021** (“Effective Date”).

BY AND BETWEEN

The AUTHORITY:

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

and the

TRADE CONTRACTOR:

XXX NAME XXXX
XXX ADDRESS XXX
XXX CITY, STATE, ZIP XXX

For the following **PROJECT:** Capital Improvement to the Stadium and Stadium Infrastructure for U.S. Bank Stadium for the following work: Content Management System

1. General Provisions

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

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

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

2. Trade Contractor Work

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

2.2 to 2.3 [RESERVED].

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

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

2.6 to 2.7 [RESERVED].

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

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

2.10 [RESERVED]

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

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

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

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

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

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

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

3. Design Services.

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

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

4. Contract Time

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

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

required from Suppliers for use of the Trade Contractor Work have been delivered to the Authority.

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

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

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

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

Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay (a) is not caused, or could not have been reasonably avoided, by the Trade Contractor, or (b) could not be reasonably limited or avoided by the Trade Contractor's timely notice to the Authority of the delay or reasonable likelihood that a delay will occur.

4.7 [RESERVED].

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

4.9 to 4.16 [RESERVED]

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

4.18 Indemnification by Trade Contractor.

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

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

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

4.18.4 The Trade Contractor's obligation to defend as set forth in **Subparagraphs 4.18.1** and **4.18.2** includes the obligation to provide and pay for attorneys to defend the Party or Persons entitled to indemnification under **Subparagraphs 4.18.1** and **4.18.2**, which attorneys shall be subject to the approval of such Party and Persons; and if such Party or Persons do not approve the attorneys provided by the Trade Contractor, the Trade Contractor shall promptly pay the attorneys' fees incurred by the Party or Persons entitled to indemnification

5. Trade Contract Amount

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

6. Record Retention, Audit and Claims

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

6.2 Claims and Disputes

6.2.1 Definition. A "Claim" is a demand or assertion by a Person seeking as a matter of right, adjustment or interpretation of terms of an agreement, payment of money, extension of time, or other relief with respect to the terms of the Trade Contract Documents. The term "Claim" also includes, without limitation, other

disputes and matters in question between the Authority and the Trade Contractor, or between the Authority and the Architect arising out of or relating to the applicable Contract Documents or Trade Contract Documents. Claims must be made by written notice provided by the claimant to the Party against whom the Claim is being made, with a copy to the Authority. The responsibility to substantiate Claims shall rest with the party making the Claim.

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

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

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

6.2.5 [RESERVED].

6.2.6 Claims for Concealed or Differing Site Conditions. Notwithstanding anything to the contrary in the Trade Contract Documents, the Trade Contractor acknowledges and agrees that it has thoroughly investigated the existing design and construction of the Project and the future anticipated construction of the Project, and hereby waives any Claims for conditions encountered at the Project Site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Trade Contract Documents, the design of the Project prepared by the Architect, or existing construction and (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction

activities of the character provided for in the Trade Contract Documents or the design of the Project prepared by the Architect. The Trade Contractor acknowledges and agrees that this exclusion of Claims for differing site conditions has been specifically negotiated and that the Trade Contract Amount in **Exhibit 2** contains an adequate and fair contingency to address this specific risk among others.

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

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

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with **Article 16** below. Nothing contained in this **Subparagraph 6.2.9** shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of **Exhibit 4**. In addition, this **Subparagraph 6.2.9** does not apply to or preclude the Authority's right to recover consequential damages to the extent provided below. Notwithstanding anything to the contrary, the Authority does not waive and specifically reserves all rights and claims to recover any and direct damages, indirect damages, incidental damages, consequential, damages incurred by the Authority and Indemnitees, including rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee

productivity or the services of such Persons, and any other type or form of damages (“**Reserved Damages**”) against the Trade Contractor to the extent that such claims for Reserved Damages are due to the need to repair the Trade Contractor’s improper or defective Trade Contractor Work after Substantial Completion or are covered by any insurance available under the Trade Contractor’s insurance program.

6.3 Review of Claims and Disputes

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

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

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

6.4 Dispute Resolution

6.4.1 Mediation. Claims, disputes, or other matters in controversy arising out of or related to the Trade Contractor Work shall be subject to mediation in Minneapolis, Minnesota as a condition precedent to binding dispute resolution. The mediator’s costs shall be shared equally by the Parties in the dispute. The request to mediate may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) Days from the date of filing, unless stayed for a longer period by agreement of the Parties or court Order. If an arbitration is stayed pursuant to this **Subparagraph 6.4.1**, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

6.4.2 Claims Subject to Arbitration. Any Claim subject to, but not resolved by, mediation shall be subject to arbitration, which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (“**AAA Rules**”) in effect as of the Effective Date of this Trade

Contract Agreement. The Party filing a notice of demand for arbitration must assert in the demand all Claims then known to that Party on which arbitration is permitted to be demanded. All proceedings set forth under this **Paragraph 6.4** shall be conducted in Minneapolis, Minnesota.

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

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

6.4.5 [RESERVED]

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

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

6.4.8 Litigation of Third-Party Claims. If a third-party who is not a member of the Project Team sues a member of the Project Team, or the Authority in a court of law ("**Third-Party Suit**"), then the Authority shall have the absolute discretion to join in the Third-Party Suit members of the Project Team who are involved in common questions of law or fact or whose participation is necessary to provide complete relief in the Third-Party Suit, and the Project Team hereby consents to jurisdiction and venue in any court in which the suit is commenced or to which such Third Party Suit is removed.

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

attorneys' fees, costs, and disbursements that it incurs in any legal action or proceeding.

7. Changes

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

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

7.3 Construction Change Directive. A "Construction Change Directive" is a written order prepared by the Authority, directing a change in the Trade Contractor Work. The Authority may by Construction Change Directive, without invalidating the Trade Contract Documents, order changes in the Trade Contractor Work within the general scope

of the Trade Contract Documents consisting of additions, deletions, or other revisions, the Trade Contract Amount and Contract Time being adjusted, if appropriate.

8. Subcontractors

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

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

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

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

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

8.4 [RESERVED].

8.5 Payments to Subcontractors and Suppliers. Before making payments to any of its Suppliers or Subcontractors, Trade Contractor shall obtain lien waivers from all Subcontractors and Suppliers providing services, materials or work to Trade Contractor on the Project and representation from said Subcontractors and Suppliers that their work is free and clear of liens, Claims, security interests, or encumbrances. The Trade Contractor further expressly undertakes to defend and indemnify the Authority and the Indemnitees, at the Trade Contractor's sole expense with independent counsel of the indemnified party's choice, against any actions, lawsuits, or proceedings brought against the Authority or any Indemnitee as a result of Claims or liens filed against the Trade Contractor, the Trade Contractor Work, the Project Site, any improvements thereon, or any portion of the property of the Authority or any Indemnitee, and the Trade Contractor hereby agrees to pay any judgment or Lien resulting from any such actions, lawsuits or proceedings.

9. Coordination

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

9.2 [RESERVED].

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

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

10. Compliance with Applicable Law

10.1 Equity Plan. The Trade Contractor shall comply with all Applicable Laws and any special requirements in the Contract Documents regarding equal employment opportunity, Targeted Business, and workforce participation initiatives. The Trade Contractor shall demonstrate good faith efforts to utilize minority (“**MBE**”) and women-owned (“**WBE**”) business enterprises (hereinafter referred to as “**Targeted Businesses**”). The Authority has adopted the Equity Plan applicable to the Trade Contractor and the Trade Contractor agrees that it will follow the Equity Plan, which is available on the Authority’s website, that the Equity Plan is applicable to its Trade Contractor Work, and that it will complete the form attached hereto as **Exhibit 3.**

11. Payments

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

11.2 Schedule of Values. The Trade Contractor shall submit to the Authority a Schedule of Values allocated to various portions of the Trade Contractor Work, prepared in such form and supported by such data to substantiate its accuracy as the Authority deems necessary. The Authority shall have the right to approve the Trade Contractor’s format of the Schedule of Values and all subsequent forms of the Schedule of Values.

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

Subcontractors, Suppliers, and lower tier Subcontractors establishing payment or satisfaction of all amounts requested by the Trade Contractor on behalf of such entities or persons in the previous Application for Payment must be submitted with the Trade Contractor's current Application for Payment.

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

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

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

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

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

11.8 [RESERVED]

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

11.10 [RESERVED]

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

11.12 to 11.14 [RESERVED].

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

11.16 Subcontractor Work. Notwithstanding the provisions of **Paragraph 11.15** and notwithstanding the wording of such certificates, the Trade Contractor shall ensure that each Subcontractor's work is satisfactory and in good order pursuant to the Trade Contract Documents pending the issuance of a final Certificate of Payment and the Trade Contractor shall be responsible for ensuring that the correction of defects or Trade Contractor Work not performed regardless of whether or not such defects were apparent when such certificates were issued.

12. Final Completion and Final Payment

12.1 Final Completion. Upon receipt of written notice that the Trade Contractor Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Authority will promptly make such inspection and, when the Authority determines that the Trade Contractor Work is acceptable under the Trade Contract Documents, the Trade Contractor Work has been fully performed and the Trade Contractor has achieved Final Completion, the Authority will issue the final Certificate for Payment

stating the entire balance found to be due the Trade Contractor and noted in said final Application for Payment is due and payable. The final Certificate for Payment will not be issued until all warranties have been received and accepted by the Authority.

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

13. Safety

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

13.2 [RESERVED].

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

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

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

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

14.1.2 The costs of all insurance premiums required under **Paragraph 14.1** and **Appendix B**, shall be included in the calculation of the Trade Contract Amount as set forth in **Exhibit 2** of the Agreement. The costs of all associated deductibles required under this **Paragraph 14.1** and **Appendix B**, shall be included in the Trade Contract Amount. The Trade Contractor hereby agrees to deliver to the Authority within ten (10) Days of the date of this Trade Contract Agreement and prior to any equipment or personnel being utilized in connection with the Project or the Trade Contractor Work or brought onto the Project Site, certificates of insurance evidencing the required coverages with limits not less than those specified in **Appendix B**. The Authority and the Indemnitees shall be included as additional insureds as set forth in **Appendix B**. The Commercial General Liability Policy, Automobile Policy, and Umbrella/Excess Liability Policy obtained under or pursuant to this **Paragraph 14.1** and **Appendix B**, shall each be primary and non-contributory to any valid and collectible insurance carried separately the Authority, or any of the Indemnitees, except for Builders Risk insurance. Further, the Trade Contractor warrants and represents that it will provide that no less than thirty (30) Days' prior written notice to the Authority and the Indemnitees before any material alteration, cancellation, non-renewal or expiration of the coverage to the insurance it obtains pursuant to this **Paragraph 14.1** and **Appendix B**.

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

Paragraph 14.1. All renewal and replacement policies shall be in form and substance satisfactory to the Authority and written by carriers acceptable to the Authority.

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

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

14.2 Authority's Liability Insurance

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

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

14.3 Property Insurance

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

14.3.2 to 14.3.6 [RESERVED]

14.3.7 The Authority, Architect, and Trade Contractor waive all rights of subrogation and claims of any sort or kind against each other and any of their respective Subconsultants, Subcontractors, Suppliers, Sub-Subcontractors of all tiers, agents, and employees, whether directly or indirectly through any means through their Subconsultants, Subcontractors, Sub-Subcontractors of all tiers, agents, and employees, for loss or damages caused by fire or other named perils to the extent covered by property insurance obtained pursuant to this **Paragraph 14.3** or other property insurance applicable to the Trade Contractor Work, except such rights as they have to proceeds of such insurance held by the Authority as fiduciary. The Trade Contract Documents hereby require of the Authority, Architect, and Trade Contractors, if any, and their Subconsultants, Subcontractors, Sub-Subcontractors of all tiers, agents, and employees of any of them, by appropriate

written agreement, to include similar waivers of subrogation each in favor of other parties enumerated herein. All insurance policies required in the Trade Contract Documents shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a Person even though that Person would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the Person or entity had an insurable interest in the property damaged.

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

14.3.9 to 14.3.10 [RESERVED]

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

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

14.4 Bonds

14.4.1 Pursuant to Minnesota Statutes §§ 574.26 - 574.32 and the Act, the Trade Contractor is required to provide a Payment Bond and a Performance Bond each in an amount equal to one-hundred percent (100%) of the Trade Contract Amount and in the form of **Exhibit 5** hereto and from a surety or sureties acceptable to the Authority. If after the giving of the bonds the Trade Contract Amount is increased, for any reason, the Authority may require additional bonds, the amount of which shall be not less than the amount of the increase in the Trade Contract Amount, and if the additional bonds are not furnished within ten (10) Days after demand, the Trade Contractor Work shall cease until the additional bonds are furnished. Bonds shall be executed by a responsible surety and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Trade Contractor Work and the payment of any disputed amounts, whichever time period is longer. The Performance Bond shall guarantee Trade Contractor will satisfactorily perform each and every part of the Trade Contractor Work, including all guarantees and warranties required

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

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

14.5 General Insurance Requirements

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

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

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

15. Uncovering and Correction of Trade Contractor Work.

15.1 [RESERVED].

15.2 Correction of Trade Contractor Work

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

15.2.2 Within one (1) year after the date of Substantial Completion of the Trade Contractor Work or designated portion thereof, or after the date for commencement of warranties, or by terms of an applicable special warranty required by the Trade Contract Agreement, if any of the Trade Contractor Work is found to be not in accordance with the requirements of the Trade Contract Agreement, the Trade Contractor shall correct it promptly after receipt of written notice from the Authority to do so unless the Authority has previously given the Trade Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of Trade Contractor Work first performed after Final Completion by the period of time between Final Completion and the actual performance of the Trade Contractor Work. This obligation under

this **Subparagraph 15.2.2** shall survive Final Completion and acceptance of the Trade Contractor Work under the Agreement and termination of the Agreement.

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

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

15.2.5 Nothing contained in this **Paragraph 15.2** shall be construed to establish a period of limitation with respect to other obligations that the Trade Contractor might have under the Trade Contract Agreement. Establishment of the time period of one (1) year as described in **Subparagraph 15.2.2** relates only to the specific obligation of the Trade Contractor to correct Trade Contractor Work, and has no relationship to the time within which the obligation of the Trade Contractor to comply with the Trade Contract Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Trade Contractor's liability with respect to the Trade Contractor's obligations other than specifically to correct its Trade Contractor Work.

16. Termination or Suspension by Authority

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

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

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

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

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

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

17. General Provisions

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

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

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

17.4 -.5 [RESERVED].

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

17.7 [RESERVED].

17.8 Warranty.

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

17.9 Notice Provisions. Every notice, demand, request, consent, approval, or other communication, including notice of breach, indemnity, suspension, termination, or default, that either the Trade Contractor or Authority is required or desires to give or make to the other Party hereto shall, notwithstanding any other provisions of this Trade Contract Agreement, be effective only if given in writing and delivered by hand and received for, or by registered or certified mail, postage-prepaid, return receipt requested, or by overnight mail as follows:

17.9.1 [RESERVED].

17.9.2 If to the Authority, addressed to:

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

Executive Director
Fax: 612-332-8334

with a copy to:

Dorsey & Whitney, LLP
Suite 1500
50 South Sixth Street
Minneapolis, MN 55402-1498
Attention: Jay R. Lindgren
Fax: 612-340-2868

with a copy to:

ASM Global - U.S. Bank Stadium
1005 4th Street South
Minneapolis, MN 55415
Attention: Curtis Schmillen

ASM Global - U.S. Bank Stadium
1005 4th Street South
Minneapolis, MN 55415
Attention: Tadd Wilson

17.9.3 If to the Trade Contractor, addressed to:

INSERT COMPANY NAME
INSERT ADDRESS
INSERT CITY, STATE, & ZIP

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

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

17.11 Prevailing Wages. Pursuant to Minn. Stat. 177.41 to 177.44, and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. The applicable prevailing wages as of the date of this Trade Contract are attached hereto as **Exhibit 7**. The Trade Contractor, Subcontractors, and Sub-Subcontractors (of whatever tier) shall pay at least the prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay, including any increases in such rates as may be come into force before the Trade Contract Work is complete. The Trade Contractor and each Subcontractor and Sub-Subcontractor (of whatever tier) performing work on the Project shall post on site the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the Project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the Project. The

information posted shall include a breakdown of the contributions for health and welfare benefits, vacation benefits, pension benefits and any other economic benefit required to be paid. The Authority demands and the Trade Contractor and its Subcontractors and Sub-Subcontractors (of whatever tier) agree to furnish to the Authority copies of any and all payrolls no more than fourteen (14) Days after the end of each pay period and said payrolls shall contain all the data required by Minn. Stat. § 177.30. The Authority may also examine all records relating to wages paid to laborers or mechanics on work to which Minn. Stat. §§ 177.41 to 177.43 apply. The Trade Contractor shall include this provision in all subcontracts, of whatever tier, and be responsible for ensuring that it and each Subcontractor and Sub-Subcontractor (of whatever tier) comply with the requirements set forth in this Section. The Trade Contractor shall be liable for any damages, losses, penalties, liabilities, or other costs resulting from any failure by it or its Subcontractors or Sub-Subcontractors (of whatever tier) to comply with the requirements of this Section or Section 17.11.1 and shall indemnify and defend the Authority against any damages, losses, penalties, liabilities, investigations, cases, or other costs to the extent they arise from failures by Trade Contractor or its Subcontractors or Sub-Subcontractors (of whatever tier) to comply with the requirements of this Section or Section 17.11.1.

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

17.12 Confidentiality

17.12.1 The Trade Contractor, its employees, Subcontractors, and agents shall keep strictly confidential all Confidential Information concerning and relating to the Trade Contract Agreement and the Project. The Trade Contractor, its officers, agents, owners, partners, employees, volunteers, and Subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, ch. 13 (the “MGDPA”) and all other Applicable Laws relating to data privacy or confidentiality, and as any of the same may be amended. The Trade Contractor agrees to defend, indemnify, and hold harmless the Indemnitees from and against any claims resulting from the unlawful disclosure and/or use of such protected data by the Trade Contractor or the officers, agents, owners, partners, employees, volunteers, assignees, or Subcontractors of the Trade Contractor, or other noncompliance with the requirements of this **Subparagraph 17.12**.

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

17.13 Trade Secrets, Trademarks and Trade Names

17.13.1 The Trade Contractor, and Project Team acknowledge that the Authority may provide the Trade Contractor and Project Team with access to certain

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

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

17.14 Press Releases and Other Promotional Materials

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

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

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

17.15.1 Documents prepared by the Architect are instruments of service for use solely with respect to this Project. The Authority shall retain all common law, statutory and other reserved rights, including the copyright. The Trade Contractor, Subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for the execution of the Trade Contract Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Trade Contract Work without the specific written consent of the Owner.

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

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

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

18. Entire Agreement

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

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[SIGNATURE PAGE FOLLOWS]

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

AUTHORITY:

By: Michael Vekich
Title: Chair

AUTHORITY:

By: Jim Farstad
Title: Executive Director

TRADE CONTRACTOR:
INSERT COMPANY NAME

By: _____
Title: _____

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

DEFINITIONS

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

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

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

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

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

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

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

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

“Architect” shall mean such design professional as may be designated by the Authority, its principals, officers, employees, agents, and the permitted successors and assigns. For the purpose of the Trade Contract Agreement and the Trade Contract Documents, the Trade Contractor shall be deemed the Architect of the design/build Trade Contractor Work to be performed hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Construction Manager” shall mean any person or legal entity with whom the Authority has contracted to serve as contract manager, project manager, and/or construction manager for the work covered by this Trade Contract Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Design Services Agreement” shall mean any Agreement between the Architect and the Authority for design of the Project.

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

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

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

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

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

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

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

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

“Governmental Authority(ies)” shall mean any federal, state, county, municipal or other governmental department, entity, authority,

commission, board, bureau, court, agency, or any instrumentality of any of them having jurisdiction with respect to the Project, Trade Contractor Work, Stadium Site, Adjacent Property, Authority, Consultant, Architect, Subconsultant, Subcontractor, Trade Contractor, Vendor, City, County, State, and other applicable Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Project or any Adjacent Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

capacity on behalf of any of the foregoing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Substitution” shall mean a replacement for or alternative to an item of material or item identified in the Construction Documents which is proposed by the Trade Contractor and approved in writing by Authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSURANCE PROVISIONS OF THE TERMS OF DESIGN AND CONSTRUCTION

APPENDIX B

TRADE CONTRACTOR'S INSURANCE REQUIREMENTS

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

1.1 Commercial General Liability Insurance.

1.1.1 Combined single limit of not less than:

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

1.1.2 Coverage Required:

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

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

1.2 Business Auto Liability Insurance.

1.2.1 Combined Single Limit of:

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

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

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

1.3 Workers' Compensation Insurance.

1.3.1 Workers' Compensation Limits: Statutory

1.3.2 Employers' Liability Limits:

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

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

1.3.4 Waiver of Subrogation Endorsement in favor of the Authority.

1.4 Excess Liability Insurance with Limits of Not Less Than:

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

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

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

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

1.6 Contractor's Professional Liability.

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

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

1.7 [RESERVED]

1.8 Property Insurance

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

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

EXHIBIT 1
DESCRIPTION OF TRADE CONTRACTOR WORK

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

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

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

1. Design Services.

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

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

2. Construction Services.

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

Design

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

Project Management

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

Site Survey and Scope Review

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

Shop Drawings

Trade Contractor will generate for submittal and approval complete Shop Drawings defining each of the elements of Trade Contractor Work to be fabricated and installed by Trade Contractor. These Drawings will show the location/placement of each component of the Trade Contractor Work and will detail construction methods, "hardening" of components or methods, materials, colors, installation methods, and any applicable coordination information for each element type for its own Trade Contractor Work and with the Work of other adjacent contractors. Drawings will be based on existing Design Documents, site survey, and any further information received during the design phases, and as coordinated with the Architect, Authority, and Team. Shop Drawings are required for each component type and include: specially-prepared technical data for this Project, drawings, diagrams, schedules, templates, patterns, instructions, measurements, and similar information not in standard print form.

Material/Control Samples

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

Engineering Calculations

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

Mock-ups

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

Shop Testing

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

Material Procurement

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

Shipping

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

Installation

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

Project Closeout

Trade Contractor will prepare and submit all closeout components, including, but not limited to, assembly manuals, maintenance manuals, and closeout package, in printed and PDF format. Documents shall include approved shop drawings annotated with revisions that reflect any changes in the field. Product data are to be provided to the Authority and Team in the form of an Operations and Maintenance Manual. Product data

shall include standard printed information on materials, products and systems, including material safety data sheets (MSDS), and not specially prepared for the Trade Contractor Work.

Scope Components and Descriptions

Optional Alternates

EXHIBIT 2
TRADE CONTRACT AMOUNT

Trade Contractor acknowledges that this Trade Contract Agreement is a fixed-sum contract in the amount of **INSERT DOLLAR AMOUNT** and 00/100 Dollars (\$**XXXXXX**) (the “Trade **Contract Amount**”) for all Trade Contractor Work. The Trade Contract Amount shall be complete and total compensation for all of Trade Contractor’s fees and expenses including, but not limited to: (i) all wages, benefits and related taxes either direct or subcontracted, (ii) all shop expenses, design fees, general overhead, taxes, telecommunications and any other costs of business or miscellaneous expenses; (iii) all travel expenses and related costs, including but not limited to, airfare, ground transport, accommodations, meals, and incidental travel expenses for Trade Contractor, its staff and associated workers, (iv) all materials whether directly purchased or purchased by subcontractors, (v) insurance coverage at limits required in this Trade Contract, and (vi) all crating, packing, shipping, transport and drayage costs, of whatsoever kind, for the Trade Contractor Work and for any and all tools and materials which Trade Contractor may need to perform its Trade Contract Work.

EXHIBIT 3
EQUITY PLAN FORM

[Trade Contractor to Fill Out]

TRADE CONTRACT AGREEMENT EQUITY PLAN
TARGETED BUSINESS COMMITMENT AND INFORMATION FORM

Proposer Company Name: _____

Check ONE of the following:

No Targeted Business participation is committed on this project

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

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

Total WBE %__

Total MBE % _

TARGETED BUSINESSES WHO WERE CONSIDERED BUT WERE NOT SELECTED:

Firm Name	Address	Telephone Number

Certification

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

Proposer Name: _____

Signature: _____

Date: _____

Name: _____

Title: _____

**EXHIBIT 4
CONSTRUCTION SCHEDULE**

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

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

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

Substantial Completion

Milestone Dates of the Trade Contractor Work that must be complete in accordance herewith are outlined on the Outline of Construction Schedule below. For purposes of this **Exhibit 4**, “**Scheduled Substantial Completion Date**” shall mean **XXXX, 2022** and “**Guaranteed Completion Date**” shall mean the date set forth across from the corresponding unit or phase of Trade Contractor Work on the Outline of Construction Schedule set forth below.

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

OUTLINE OF CONSTRUCTION SCHEDULE

Description of Trade Contractor Work	Start Date	Guaranteed Completion Date	Comments
INSERT DESCRIPTION	XX/XX/2021	XX/XX/2022	
** Work to be coordinated with other Trade Contractors in each area, if applicable.			

EXHIBIT 5
BONDS

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

TRADE CONTRACTOR PERFORMANCE BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
(Here insert full name and address of Trade Contractor)

as Principal, hereinafter called Trade Contractor,

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

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

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

called Obligee, in the amount of _____

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

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

firmly by these presents.

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

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

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

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

Whenever Trade Contractor shall be, and is declared by Oblige to be in default under the Contract, Oblige having performed Oblige 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, Oblige 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)

Name and servicing address of agent of Surety:

Telephone: _____

CORPORATE ACKNOWLEDGMENT

State of _____)
) ss
County of _____)

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

Notary Public: _____
County: _____
My Commission Expires: _____

SURETY ACKNOWLEDGMENT

State of Minnesota)
)ss
County of Hennepin)

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

Notary: _____

County: _____

My Commission Expires: _____

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

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

hereinafter called Obligee, in the amount of _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Trade Contractor as Principal)

(Surety) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Trade Contractor signature must be notarized)

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

Name and Servicing address of agent of Surety:

Telephone: _____

CORPORATE ACKNOWLEDGMENT

State of _____)
) ss
County of _____)

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

Notary Public: _____

County: _____

My Commission Expires: _____

SURETY ACKNOWLEDGMENT

State of Minnesota)
)ss
County of Hennepin)

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

Notary:_____

County:_____

My Commission Expires:_____

**EXHIBIT 6
WARRANTY**

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

WARRANTY

Pursuant to the Trade Contract Agreement between the Minnesota Sports Facilities Authority (“**Authority**”) and _____ (“**Trade Contractor**”), Trade Contractor hereby warrants and guarantees that all of the Trade Contractor Work performed under the Trade Contract Agreement will be of new and of good quality, will be free of defects except for those inherent in the quality of the Trade Contractor Work allowed by the Trade Contract Documents, and will conform to the requirements of the Trade Contract Documents (“**Warranty**”). If the Trade Contractor Work does not conform to this Warranty, it shall be considered defective, and Trade Contractor shall remedy at its own expense any such defective Trade Contractor Work (including the costs that the Authority or Architect incur in dealing with or as a result of the defective Trade Contractor Work) so that the Trade Contractor Work conforms to the Trade Contract Documents. The Trade Contractor’s Warranty shall extend for a period of 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 _____ 2021.

NOTARY PUBLIC

SEAL

MY TERM EXPIRES

EXHIBIT 7
PREVAILING WAGES

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



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

Construction Type: Commercial

County Number: 27

County Name: HENNEPIN

Effective: 2019-12-16

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

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

Violations should be reported to:

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

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

County: HENNEPIN (27)

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

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

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
336				
337				
338				
340				
341				
345				
347				
348				
349				
350				
352				
354				
356				
357				
359				
360				
361				
362				
363				
365				
367				
GROUP 5 *	2019-12-16	34.75	20.50	55.25
	2020-05-01	35.60	21.40	57.00
370				
371				
372				
375				
376				
377				
379				
381				
382				
383				
384				
385				
GROUP 6 *	2019-12-16	20.95	6.76	27.71

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

COMMERCIAL POWER EQUIPMENT OPERATOR

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

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

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

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

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
716	2019-12-16	38.91	22.08	60.99
717	2019-12-16	46.77	28.67	75.44
	2020-05-01	49.27	28.67	77.94
718	2019-12-16	39.98	20.54	60.52
	2020-06-01	42.03	20.54	62.57
719	2019-12-16	48.12	25.33	73.45
	2020-05-01	50.87	25.33	76.20
720	2019-12-16	38.00	18.19	56.19
	2020-05-01	40.00	18.19	58.19
721	2019-12-16	44.46	29.17	73.63
722	2019-12-16	46.58	28.10	74.68
	2020-06-01	49.43	28.10	77.53
723	2019-12-16	40.53	19.83	60.36
724	2019-12-16	35.73	25.31	61.04
725	2019-12-16	29.45	20.33	49.78
726	2019-12-16	35.40	23.44	58.84
	2020-05-04	37.40	23.44	60.84
727	2019-12-16	40.17	17.63	57.80
	2020-07-01	41.42	17.63	59.05
728	2019-12-16	28.14	14.71	42.85
	2020-07-01	29.02	14.71	43.73
729	2019-12-16	32.68	19.66	52.34
730	2019-12-16	29.78	15.59	45.37

ATTACHMENT A

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

ARTICLE I

PURPOSE

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

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

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

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

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

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

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

ARTICLE II

SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

UNION RECOGNITION

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

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

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

ARTICLE IV

UNION REPRESENTATION

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

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

ARTICLE V

WAGES AND BENEFITS

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

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

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

ARTICLE VI

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

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

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

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

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

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

ARTICLE VII

MANAGEMENT'S RIGHTS

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

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

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

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

ARTICLE VIII

WORK STOPPAGES AND LOCKOUTS

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

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

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

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

ARTICLE IX

DISPUTES AND GRIEVANCES

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

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

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

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

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

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

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

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

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

ARTICLE X

JURISDICTIONAL DISPUTES

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

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

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

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

ARTICLE XI

SUBCONTRACTING

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

ARTICLE XII

HELMETS TO HARDHATS

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

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

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

ARTICLE XIII

SAVINGS AND SEPARABILITY

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

ARTICLE XIV

EQUAL EMPLOYMENT OPPORTUNITY

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

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

ARTICLE XV

DURATION OF THE AGREEMENT

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

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

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

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

By: _____


Dan McConnell, Business Manager

Dated: _____

11/6/2015

FOR SMG, PROJECT CONTRACTOR

By: _____


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

Dated: _____

4/9/2015

SCHEDULE A

LOCAL COLLECTIVE BARGAINING AGREEMENTS

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

ATTACHMENT A

LETTER OF ASSENT

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

_____ [Contractor Name & Address] _____

By: _____

Its: _____

Dated: _____

ADDENDUM TO PROJECT LABOR AGREEMENT

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

**MINNEAPOLIS BUILDING &
CONSTRUCTION TRADES COUNCIL**

By: 
Dan McConnell, Business Manager

MINNESOTA SPORTS FACILITIES AUTHORITY

By: 
Michael Vekich, Chair

By: 
James Farstad, Executive Director

Acknowledged and Agreed:

ASM GLOBAL

By: 
Its: Interim General Manager