MINNESOTA
SPORTS FACILITIES
AUTHORITY

Minnesota Sports Facilities Authority 1005 4th Street South
Minneapolis, MN 55415

REQUEST FOR PROPOSALS

2026 Commercial Kitchen Equipment Project

FOR CAPITAL IMPROVEMENT TO U.S. BANK STADIUM

IN MINNEAPOLIS, MINNESOTA

October 20.2026

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 2026 Commercial Kitchen Equipment Project. 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 February 26, 2027 (the "Required Completion Date").

B. Scope of Services: The successful Proposer to the RFP will be engaged to furnish and install commercial kitchen equipment (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 Authority 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	October 20, 2026
Pre-proposal Site Visit	October 28, 2026

Site visits must be scheduled through Scott McGuire at email: Scott.McGuire@USBankStadium.com. A site visit is mandatory prior to submitting a proposal.

Written Questions Due	October 30, 2026, 4:00 P.M
Proposals Due	November 9, 2026, 4:00 P.M.
Interviews of Shortlisted Proposers	November 12, 2026
Selection of Provider	November 19, 2026
Final Completion	February 28, 2027

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.

- Proposer must provide five (5) years of audited Financial Statements including capital funding requirements and cash flow analysis to support the installation of the 2026 Commercial Kitchen Equipment Project.

- Complete and submit a fully executed Confidentiality and Non-Disclosure Agreement.

- Submit response to State of Minnesota "Affirmative Action Data" form, "Statement of Non-Collusion", "MN Dept of Human Rights – Certificate of Compliance", "Acknowledgement and Attestation" form, and "Conflict of Interest Certification" form.

- 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.

- Proposer must identify any existing financial or other relationship Proposer has with the Authority, Legends Global, Aramark, and/or the Minnesota Vikings.

F.2 <u>Submittal Requirements: Evaluation of Proposals</u>

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 2026. 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

1. Provide a narrative outlining Proposer's technical approach for equipment installation and commissioning services.

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. [escribe 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 are mandatory. Arrange a site visit through Scott McGuire at email: Scott.McGuire@usbankstadium.com .

Proposals are due by 4:00 pm. CT, November 9, 2026. Proposals should be addressed to:

Minnesota Sports Facilities Authority
Attention: Mary Fox-Stroman
1005 4th Street South
Minneapolis, Minnesota 55415

Proposals should be sent via email to:
Mary Fox-Stroman, email : Mary.Fox-Stroman@MSFA.com,
Michelle Hoffman, email: Michelle.Hoffman@MSFA.com
Sue Arcand, email: Sue.Arcand@MSFA.com,
and
Scott McGuire, email: Scott.McGuire@USBankStadium.com

III. Questions or Inquiries

All questions must be submitted via email no later than 4:00 pm, October 30, 2026 to:
Mary Fox-Stroman, email: Mary.Fox-Stroman@MSFA.com,
Michelle Hoffman, email: Michelle.Hoffman@MSFA.com
Sue Arcand, email: Sue.Arcand@MSFA.com,
and
Scott McGuire, email: Scott.McGuire@USBankStadium.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 and Non-Disclosure Agreement
Exhibit D	Non-Collusion Affidavit
Exhibit E	Minnesota Department of Human Rights – Certificate of Compliance
Exhibit F	Acknowledgement and Attestation Form
Exhibit G	Conflict of Interest Certification

EXHIBIT A – Project Scope Documents

The Proposer shall provide all labor, supervision, project management, equipment, materials, accessories, components, permits, and coordination necessary to furnish and install the listed commercial kitchen equipment in U.S. Bank Stadium. The project includes the removal of existing equipment, modifications to electrical, plumbing, natural gas, and fire suppression systems as required, installation of new equipment, startup, commissioning, and testing of the equipment. Kitchen staff training and delivery of all closeout documentation for a complete and fully operational installation.

The Proposer shall provide a complete turnkey solution, including all labor, materials, accessories, and components required for a fully functional installation, whether or not it is specifically identified within the equipment schedule. The Proposer shall verify existing commercial kitchen conditions, coordinate all work with U.S. Bank Stadium Operations staff to minimize impacts on events and food service activities, comply with all applicable building codes and manufacturer requirements, and deliver fully commissioned, code-compliant commercial kitchen equipment.

Proposer must:

- Verify site conditions, dimensions, access, utilities, ventilation, fire-suppression coverage, and existing equipment before ordering materials or starting work.
- Provide complete delivered and installed pricing that includes all costs including labor, permits, inspections, freight, and taxes.
- Coordinate all work with U.S. Bank Stadium Operations staff.
- Complete the removal of designated equipment and move the equipment to an on-site storage location.
- Complete all required utility connections, equipment start up and testing, and repairs to ensure compliance with building codes and manufacturer requirements.
- Provide warranties, manuals, inspection records, startup documentation, serial numbers, and any other closeout information required for final acceptance.
- Identify all of Proposer's assumptions, exclusions, and clarifications in the proposal. Any work required for a complete installation shall be included unless specifically excluded.

THE FOLLOWING PAGE INCLUDES THE COMMERCIAL KITCHEN EQUIPMENT SCHEDULE

MINNESOTA SPORTS FACILITIES AUTHORITY
REQUEST FOR PROPOSAL - 2026 Commercial Kitchen Equipment Project - U.S. Bank Stadium

Item	Equipment/Scope	Basis of Design		Quantity	U.S. Bank Stadium Location
1	Combi Oven, Gas	RATIONAL Model ICP 20-Full NG 208/240V 1PH (LMI00GG) Dimensions: 71.13(h) x 42.6(w) x 41.4 (d) Electrical components-Custom model electrical components Combi install-Commercial kitchen services model-install 4 units		4	Commissary Kitchen
2	Griddle, Gas, Countertop	Vulcan Model MSA48 Dimensions: 15.25(h) x 48(w) x 31.5(d)		1	Stand 124
				2	Stand 103
				1	Stand 121
			Subtotal	4	
3	Griddle, Gas, Countertop	Vulcan Model MSA36 Dimensions: 15.25(h) x 36(w) x 31.5(d)		1	Stand 124
4	Equipment Stand, for Counterop Cooking	John Boos Model GS6-3048SSK-X Dimensions: 24(h) x 48(w) x 30(d)		6	Stand 124
				2	Stand 103
				1	Stand 121
			Subtotal	9	
5	Equipment Stand, for Counterop Cooking	John Boos Model GS6-3036SSK-X Dimensions: 24(h) x 36(w) x 30(d)		1	Stand 124
6	Blue Hose Gas Connector Kit	Dormont Manufacturing Model 1675KIT2S48		2	Stand 124
				2	Stand 103
				1	Stand 121
			Subtotal	5	
7	Griddle, Electric Counterop	Vulcan Model HEG48E Dimensions: 15.3(h) x 48(w) x 31.5(d)		2	Stand 304
8	Equipment Stand for Countertop Cooking	John Boos Model GS6-3048SSK-X Dimensions: 24(h) x 48(w) x 30(d)		2	Stand 304
9	Pressure Fryer, Electric	Henny Penny Model PXE100.0		2	Stand 304
				2	Stand 101
			Subtotal	4	
10	Conveyor Oven, Electric	TurboChef (Middleby) Model HHC2620, Ventless Dimensions: 17(h) x 48.3(w) x 41.7(d)		1	Stand 105
				1	Stand 113
				1	Stand 311
				1	Stand 341
			Subtotal	4	
11	Work table, 72" Stainless Steel Top	John Boos Model ST6R5-3072SSK-X Dimensions: 40.75(h) x 72(w) x 30(d)		1	Stand 105
				1	Stand 113
				1	Stand 311
				1	Stand 341
			Subtotal	4	
			Total	40	
13	Rework Existing ANSULS	ANSULS in some of the concession stands need to be reworked for the new equipment			Various locations
14	Remove Old Equipment from Concession Stands	48" Accutemp Griddle		1	Stand 124
		48" Vulcan Refrigerated Equipment Stand		1	Stand 124
		48" Accutemp Griddle		1	Stand 103
		48" Vulcan Refrigerated Equipment Stand		1	Stand 103
		48" Accutemp Griddle		1	Stand 121
		48" Vulcan Refrigerated Equipment Stand		1	Stand 121
		Vulcan Steam Grills		2	Stand 304
		Vulcan Steam Grill		1	Stand 101
			Total	9	

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 ___ day of _____ in the year of 20__ ("**Effective Date**").

BY AND BETWEEN

The AUTHORITY:

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

and the

TRADE CONTRACTOR:

For:

For the following **PROJECT:** XXXXXXX for U.S. Bank Stadium

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, the Stadium Manager, and other Trade Contractors and Vendors to allow the Vendors, 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 4.18.1.**

4.18.2 Trade Contractor acknowledges and agrees that it has an independent obligation under this Trade Contract Agreement to procure and maintain contractual liability coverage insurance as will insure Trade Contractor's

obligations in this **Paragraph 4.18**, and further acknowledges that such insurance is commercially available. Trade Contractor's liability shall not be limited by the amount or limit of insurance Trade Contractor procures to insure its obligations herein. Trade Contractor agrees and acknowledges that such contractual liability coverage is for the benefit of the Authority and Indemnitees, but does not require Trade Contractor to provide such insurance directly to the Authority and Indemnitees.

4.18.3 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.

4.18.4 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.

4.18.5 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 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 with the Authority

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 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, and that the Equity Plan is applicable to its Trade Contractor Work.

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. The Schedule of Values shall provide that 5% (five percent) of the Trade Contract Amount is retainage that is only due as part of the Final Payment provided for in Section 12.2 below.

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 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, the Stadium Manager, 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 Stadium Manager, and the Architect.

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 this **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, 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 of 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 two (2) years 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 two (2) years 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 two (2) years 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 receipted 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: Executive Director
Fax: 612-332-8334

With a copy to:

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

With a copy to:

Legends Global U.S. Bank Stadium
1005 4th Street South
Minneapolis, MN 55415
Attention: Scott McGuire
Fax: 612-777-8707

17.9.3 If to the Trade Contractor, addressed to:

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 sue 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.

[THIS SPACE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

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

AUTHORITY:

_____
By: Michael Vekich
Title: Its Chair

AUTHORITY:

_____
By:
Title: Executive Director

TRADE CONTRACTOR:

_____
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" 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 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 the Agreement 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 of 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 phase "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, Lender(s), 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.

"Master Project Schedule" means the schedule to be prepared by the Authority and the Design Delivery Schedule developed by the Architect and all other activities associated with 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 the related Trade Contract Agreement.

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

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	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: _____

Minnesota Sports
Facilities Authority
Equity Report

				WORKFORCE:								
PROJECT NAME	CONTRACT DATE	PRIME CONTRACTOR NAME	SUBCONTRACTOR NAME	LAST NAME	FIRST NAME	ZIP CODE	ETHNNICITY	GENDER	VETERAN	UNION	TOTAL HOURS	TOTAL WAGES

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 _____, 20__ 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
Design and Install of			
**** Work to be coordinated with other Trade Contractors and Stadium Manager in each area.**			

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**.

[See Attached]

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 Obligee to be in default under the Contract, Obligee having performed Obligee's 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 accorddance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Obligee elects, upon determination by Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, 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, Obligee's 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 Obligee to Trade Contractor under the Contract and any amendments thereto, less the amount paid by Obligee 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 Obligee 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 Obligee 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 Obligee 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 Obligee 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 Obligee in the performance of Obligee'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 Obligee. 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 Obligee and to any successor, grantee or assignee of Obligee.

In any claim involving the Obligee, 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 Obligee has the right to join Surety by consolidation or joinder in any other related arbitration with persons bound to arbitrate with the Obligee. 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:_____	By:_____
(Signature)	(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:_____

TRADE CONTRACTOR LABOR AND MATERIAL PAYMENT BOND
THIS BOND, ISSUED SIMULTANEOUSLY WITH A PERFORMANCE BOND, RUNS IN FAVOR OF OBLIGEE AND CLAIMANTS

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. Obligee 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, Obligee 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 Obligee 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:_____	By:_____
(Signature)	(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 two (2) years after final acceptance by Authority. Where guarantees or warranties are required in the Trade Contract Documents for a period of more than two (2) years, 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 _____2026.

_____

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: 2025-12-22 Revised: 2026-02-09

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. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

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)	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12

	LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2025-12-22	31.66	22.78	54.44
104	FLAG PERSON	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
105*	WATCH PERSON	2025-12-22	39.76	24.39	64.15
106*	BLASTER	2025-12-22	35.11	19.64	54.75
107	PIPELAYER (WATER, SEWER AND GAS)	2025-12-22	47.50	26.12	73.62
108*	TUNNEL MINER	2025-12-22	45.50	26.12	71.62
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2025-12-22	45.50	26.12	71.62
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.	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12
111*	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2025-12-22	45.00	26.12	71.12
		2026-05-01	46.25	27.87	74.12

SPECIAL EQUIPMENT (201 - 204)

	LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
201	ARTICULATED HAULER	2025-12-22	46.51	29.40	75.91
		2026-05-04	48.52	31.00	79.52
202*	BOOM TRUCK	2025-12-22	47.25	29.40	76.65
		2026-05-04	48.52	31.00	79.52
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	2025-12-22	31.66	22.78	54.44
204*	OFF-ROAD TRUCK	2025-12-22	47.25	29.40	76.65
		2026-05-04	48.52	31.00	79.52
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2025-12-22	37.05	19.39	56.44

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2		2025-12-22	47.24	29.40	76.64
306	GRADER OR MOTOR PATROL				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2025-12-22	46.61	29.40	76.01
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		2025-12-22	46.25	29.40	75.65

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	2026-05-04	47.68	31.00	78.68

323 AIR TRACK ROCK DRILL

324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)

325 BACKFILLER OPERATOR

327 BITUMINOUS ROLLERS, RUBBER TIRED 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

336 CURB MACHINE

337 DIRECTIONAL BORING MACHINE

338 DOPE MACHINE (PIPELINE)

340 DUAL TRACTOR

341 ELEVATING GRADER

345 GPS REMOTE OPERATING OF EQUIPMENT

347 HYDRAULIC TREE PLANTER

348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)

349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)

350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE

352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE

354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE

356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES

357 PUGMILL

359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

360 SCRAPER

361 SELF-PROPELLED SOIL STABILIZER

362 SLIP FORM (POWER DRIVEN) (PAVING)

363 TIE TAMPER AND BALLAST MACHINE

365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)

367 TUB GRINDER, MORBARK, OR SIMILAR TYPE

GROUP 5 *	2025-12-22	42.77	29.40	72.17

370 BITUMINOUS ROLLER (UNDER EIGHT TONS)

371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)

372 FORM TRENCH DIGGER (POWER)

375 HYDRAULIC LOG SPLITTER

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
376 LOADER (BARBER GREENE OR SIMILAR TYPE)				
377 POST HOLE DRIVING MACHINE/POST HOLE AUGER				
379 POWER ACTUATED JACK				
381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)				
382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER				
383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER				
384 STUMP CHIPPER AND TREE CHIPPER				
385 TREE FARMER (MACHINE)				
GROUP 6	2025-12-22	41.37	29.40	70.77
	2026-05-04	42.60	31.00	73.60
387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER				
389 DREDGE DECK HAND				
391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)				
393 LEVER PERSON				
395 POWER SWEEPER				
396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS				
397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING				
COMMERCIAL POWER EQUIPMENT OPERATOR				
GROUP 1	2025-12-22	52.39	29.40	81.79
	2026-05-04	54.21	31.00	85.21
501 HELICOPTER PILOT (COMMERCIAL CONSTRUCTION ONLY)				
502 TOWER CRANE 250 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
503 TRUCK CRAWLER CRANE WITH 200 FEET OF BOOM AND OVER, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 2	2025-12-22	51.99	29.40	81.39
	2026-05-04	53.79	31.00	84.79
504 CONCRETE PUMP WITH 50 METERS/164 FEET OF BOOM AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
505 PILE DRIVING WHEN THREE DRUMS IN USE (COMMERCIAL CONSTRUCTION ONLY)				
506 TOWER CRANE 200 FEET AND OVER (COMMERCIAL CONSTRUCTION ONLY)				
507 TRUCK OR CRAWLER CRANE WITH 150 FEET OF BOOM UP TO AND NOT INCLUDING 200 FEET, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 3	2025-12-22	50.34	29.40	79.74
	2026-05-04	52.08	31.00	83.08
508 ALL-TERRAIN VEHICLE CRANES (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
509 CONCRETE PUMP 32-49 METERS/102-164 FEET (COMMERCIAL CONSTRUCTION ONLY)				
510 DERRICK (GUY & STIFFLEG) (COMMERCIAL CONSTRUCTION ONLY)				
511 STATIONARY TOWER CRANE UP TO 200 FEET				
512 SELF-ERECTING TOWER CRANE 100 FEET AND OVER MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
513 TRAVELING TOWER CRANE (COMMERCIAL CONSTRUCTION ONLY)				
514 TRUCK OR CRAWLER CRANE UP TO AND NOT INCLUDING 150 FEET OF BOOM, INCLUDING JIB (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 4	2025-12-22	49.95	29.40	79.35
	2026-05-04	51.68	31.00	82.68
515 CRAWLER BACKHOE INCLUDING ATTACHMENTS (COMMERCIAL CONSTRUCTION ONLY)				
516 FIREPERSON, CHIEF BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
517 HOIST ENGINEER (THREE DRUMS OR MORE) (COMMERCIAL CONSTRUCTION ONLY)				
518 LOCOMOTIVE (COMMERCIAL CONSTRUCTION ONLY)				
519 OVERHEAD CRANE (INSIDE BUILDING PERIMETER) (COMMERCIAL CONSTRUCTION ONLY)				
520 TRACTOR . BOOM TYPE (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 5	2025-12-22	47.25	29.40	76.65
	2026-05-04	48.52	31.00	79.52
521 AIR COMPRESSOR 450 CFM OR OVER (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
522 CONCRETE MIXER (COMMERCIAL CONSTRUCTION ONLY)				
523 CONCRETE PUMP UP TO 31 METERS/101 FEET OF BOOM				
524 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL WHEN USED FOR CAISSON FOR ELEVATOR OR BUILDING CONSTRUCTION (COMMERCIAL CONSTRUCTION ONLY)				
525 FORKLIFT (COMMERCIAL CONSTRUCTION ONLY)				
526 FRONT END, SKID STEER 1 C YD AND OVER				
527 HOIST ENGINEER (ONE OR TWO DRUMS) (COMMERCIAL CONSTRUCTION ONLY)				
528 MECHANIC-WELDER (ON POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
529 POWER PLANT (100 KW AND OVER OR MULTIPLES EQUAL TO 100KW AND OVER) (COMMERCIAL CONSTRUCTION ONLY)				
530 PUMP OPERATOR AND/OR CONVEYOR (TWO OR MORE MACHINES) (COMMERCIAL CONSTRUCTION ONLY)				
531 SELF-ERECTING TOWER CRANE UNDER 100 FEET MEASURED FROM BOOM FOOT PIN (COMMERCIAL CONSTRUCTION ONLY)				
532 STRADDLE CARRIER (COMMERCIAL CONSTRUCTION ONLY)				
533 TRACTOR OVER D2 (COMMERCIAL CONSTRUCTION ONLY)				
534 WELL POINT PUMP (COMMERCIAL CONSTRUCTION ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 6	2025-12-22	45.50	29.40	74.90
	2026-05-04	46.71	31.00	77.71
535 CONCRETE BATCH PLANT (COMMERCIAL CONSTRUCTION ONLY)				
536 FIREPERSON, FIRST CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
537 FRONT END, SKID STEER UP TO 1 C YD				
538 GUNITE MACHINE (COMMERCIAL CONSTRUCTION ONLY)				
539 TRACTOR OPERATOR D2 OR SIMILAR SIZE (COMMERCIAL CONSTRUCTION ONLY)				
540 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER				
GROUP 7	2025-12-22	44.18	29.40	73.58
	2026-05-04	45.34	31.00	76.34
541 AIR COMPRESSOR 600 CFM OR OVER (COMMERCIAL CONSTRUCTION ONLY)				
542 BRAKEPERSON (COMMERCIAL CONSTRUCTION ONLY)				
543 CONCRETE PUMP/PUMPCRETE OR COMPLACO TYPE (COMMERCIAL CONSTRUCTION ONLY)				
544 FIREPERSON, TEMPORARY HEAT SECOND CLASS BOILER LICENSE (COMMERCIAL CONSTRUCTION ONLY)				
545 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS AND MILLING MACHINES, OR OTHER SIMILAR POWER EQUIPMENT) (COMMERCIAL CONSTRUCTION ONLY)				
546 PICK UP SWEEPER (ONE CUBIC YARD HOPPER CAPACITY) (COMMERCIAL CONSTRUCTION ONLY)				
547 PUMP AND/OR CONVEYOR (COMMERCIAL CONSTRUCTION ONLY)				
GROUP 8	2025-12-22	41.28	29.40	70.68
548 ELEVATOR OPERATOR (COMMERCIAL CONSTRUCTION ONLY)				
549 GREASER (COMMERCIAL CONSTRUCTION ONLY)				
550 MECHANICAL SPACE HEATER (TEMPORARY HEAT NO BOILER LICENSE REQUIRED) (COMMERCIAL CONSTRUCTION ONLY)				
TRUCK DRIVERS				
GROUP 1 *	2025-12-22	32.85	9.02	41.87
601 MECHANIC . WELDER				
602 TRACTOR TRAILER DRIVER				
603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)				
GROUP 2	2025-12-22	38.39	23.70	62.09
604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 3 *		2025-12-22	22.50	6.50	29.00
605	BITUMINOUS DISTRIBUTOR DRIVER				
606	BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)				
607	THREE AXLE UNITS				
GROUP 4 *		2025-12-22	42.53	26.99	69.52
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2025-12-22	55.34	33.85	89.19
		2026-06-08	59.39	33.85	93.24
702	BOILERMAKERS	2025-12-22	48.35	31.93	80.28
703	BRICKLAYERS	2025-12-22	49.91	28.34	78.25
		2026-05-01	52.91	28.34	81.25
704	CARPENTERS	2025-12-22	48.56	29.84	78.40
		2026-05-04	51.56	29.84	81.40
705	CARPET LAYERS (LINOLEUM)	2025-12-22	47.25	28.33	75.58
		2026-06-01	50.05	28.33	78.38
706	CEMENT MASONS	2025-12-22	49.31	27.22	76.53
		2026-05-01	52.20	27.22	79.42
707	ELECTRICIANS	2025-12-22	59.00	35.79	94.79
		2026-05-01	63.59	35.79	99.38

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
708	ELEVATOR CONSTRUCTORS	2025-12-22	62.52	45.36	107.88
		2026-01-01	65.21	46.21	111.42
709	GLAZIERS	2025-12-22	50.98	28.25	79.23
		2026-06-01	54.03	28.25	82.28
710	LATHERS	2025-12-22	50.00	27.35	77.35
		2026-05-04	53.00	27.35	80.35
712	IRONWORKERS	2025-12-22	46.35	37.86	84.21
		2026-05-03	49.50	37.86	87.36
714	MILLWRIGHT	2025-12-22	42.95	37.81	80.76
		2026-05-01	46.15	37.81	83.96
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2025-12-22	45.75	29.09	74.84
		2026-05-04	48.25	29.09	77.34
716	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2025-12-22	47.71	31.98	79.69
717	PIPEFITTERS . STEAMFITTERS	2025-12-22	56.24	39.30	95.54
		2026-05-01	61.24	39.30	100.54
718	PLASTERERS	2025-12-22	50.20	26.37	76.57
		2026-06-01	53.05	26.37	79.42
719	PLUMBERS	2025-12-22	59.54	33.26	92.80
		2026-05-01	63.84	33.26	97.10
720	ROOFER	2025-12-22	48.32	25.54	73.86
		2026-05-04	51.32	25.54	76.86

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
721	SHEET METAL WORKERS	2025-12-22	56.71	35.82	92.53
		2026-05-01	60.96	35.82	96.78
722	SPRINKLER FITTERS	2025-12-22	58.10	36.56	94.66
		2026-06-01	62.50	36.46	98.96
723	TERRAZZO WORKERS	2025-12-22	48.07	27.89	75.96
		2026-05-01	50.80	27.89	78.69
724	TILE SETTERS	2025-12-22	44.92	31.14	76.06
		2026-05-01	47.52	31.14	78.66
725	TILE FINISHERS	2025-12-22	37.16	24.88	62.04
		2026-05-01	39.24	24.88	64.12
726	DRYWALL TAPER	2025-12-22	43.72	30.87	74.59
		2026-05-04	46.47	30.87	77.34
727	WIRING SYSTEM TECHNICIAN	2025-12-22	51.07	24.02	75.09
		2026-07-02	54.44	24.02	78.46
728	WIRING SYSTEMS INSTALLER	2025-12-22	35.78	19.15	54.93
		2026-07-02	38.15	19.15	57.30
729	ASBESTOS ABATEMENT WORKER	2025-12-22	41.23	25.99	67.22
730	SIGN ERECTOR	2025-12-22	34.91	20.31	55.22

ATTACHMENT A
PROJECT LABOR AGREEMENT

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

ARTICLE I

PURPOSE

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

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

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

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

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

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

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

ARTICLE II

SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

UNION RECOGNITION

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

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

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

ARTICLE IV

UNION REPRESENTATION

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

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

ARTICLE V

WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the 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 trusteed 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 Tetty, GM US Bank Stadium

Dated: 11/9/2015

SCHEDULE A

LOCAL COLLECTIVE BARGAINING AGREEMENTS

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

ATTACHMENT A

LETTER OF ASSENT

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

_____[Contractor Name & Address]_____
_____
_____
_____

By: _____

Its:_____

Dated:_____

ADDENDUM TO PROJECT LABOR AGREEMENT

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

MINNEAPOLIS BUILDING &
CONSTRUCTION TRADES COUNCIL

By: _____
Dan McConnell, Business Manager

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Michael Vekich, Chair

By: _____
James Farstad, Executive Director

Acknowledged and Agreed:

ASM GLOBAL

By: _____
Its: Interim General Manager

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

This Amendment to the Project Labor Agreement for Post-Opening Construction at U.S. Bank Stadium (the "Amendment") is made by and between the Minneapolis Building and Construction Trades Council (the "Council"), the Minnesota Sports Facilities Authority (the "MSFA") and ASM Global, collectively referred to as the "Parties." This Amendment is effective August 1, 2021.

RECITALS:

1. The Council and SMG (ASM Global's predecessor) entered into the Project Labor Agreement for Post-Opening Construction at U.S. Bank Stadium, effective November 6, 2015 ("the Project Labor Agreement");

2. The Council and the MSFA entered into an Addendum to the Project Labor Agreement, effective December 20, 2019 (the "Addendum"), and the Addendum was also acknowledged and agreed to by ASM Global; and

3. The Parties desire to extend the Project Labor Agreement (including the Addendum) for three years by entering into this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Amendment and made a part hereof.

2. **Defined Terms.** All capitalized terms used but not otherwise defined in this Amendment shall have the meanings attributed to such terms in the Project Labor Agreement.

3. **Amendment to Article XV.** The first paragraph of Article XV (Duration of the Agreement) of the Project Labor Agreement is deleted in its entirety and replaced with the following:

> 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, 2024.

4. **Amendment to Article III.** Section 3 of Article III of the Project Labor Agreement is deleted in its entirety.

5. **No Other Changes.** Except as modified by this Amendment, there are no changes to the Project Labor Agreement. The Parties acknowledge and agree that the Project Labor Agreement as modified by the Addendum and this Amendment remains in full force and effect.

6. **Complete Agreement.** Any modification of, or addition to, this Amendment must be in writing and signed by all Parties. This Amendment and the Project Labor Agreement (including the Addendum) constitute the entire understanding between the Parties and supersede all prior discussions, representations, and/or agreements between the Parties with respect to the matters herein.

7. **Execution And Delivery.** This Amendment may be executed in counterparts, which taken together shall constitute one agreement binding on the Parties. Electronically transmitted signatures shall be valid and binding to the same extent as signatures delivered in original. In making proof of this Amendment, it will be necessary to produce only one copy signed (or reproduced from an electronically delivered signature) by the Party to be charged.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed and effective as of August 1, 2021.

MINNEAPOLIS BUILDING & CONSTRUCTION TRADES COUNCIL

By: _____
Dan McConnell, Business Manager

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Michael Vekich, Chair

By: Mary Fox-Stroman
~~James Farstad, Executive Director~~
Mary Fox-Stroman, Interim Executive Director

ASM GLOBAL

By: _____

Its: John Drum, General Manager

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

This Second Amendment to the Project Labor Agreement for Post-Opening Construction at U.S. Bank Stadium (the "Second Amendment") is made by and between the Minneapolis Building and Construction Trades Council (the "Council"), the Minnesota Sports Facilities Authority (the "MSFA") and ASM Global, collectively referred to as the "Parties." This Second Amendment is effective August 1, 2024.

RECITALS:

1. The Council and SMG (ASM Global's predecessor) entered into the Project Labor Agreement for Post-Opening Construction at U.S. Bank Stadium, effective November 6, 2015 ("the Project Labor Agreement");

2. The Council and the MSFA entered into an Addendum to the Project Labor Agreement, effective December 20, 2019 (the "Addendum"), and the Addendum was also acknowledged and agreed to by ASM Global;

3. Effective August 1, 2021, the Parties entered into an Amendment extending the Project Labor Agreement (including the Addendum) for three years; and

4. The Parties desire to extend the Project Labor Agreement (including the Addendum) for an additional three years by entering into this Second Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated into this Second Amendment and made a part hereof.

2. **Defined Terms.** All capitalized terms used but not otherwise defined in this Second Amendment shall have the meanings attributed to such terms in the Project Labor Agreement.

3. **Amendment to Article XV.** The first paragraph of Article XV (Duration of the Agreement) of the Project Labor Agreement is deleted in its entirety and replaced with the following:

   > 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, 2027.

4. **Amendment to Article III.** Section 3 of Article III of the Project Labor Agreement is deleted in its entirety.

5. **No Other Changes.** Except as modified by this Second Amendment, there are no changes to the Project Labor Agreement. The Parties acknowledge and agree that the Project Labor Agreement as modified by the Addendum and this Second Amendment remains in full force and effect.

6. **Complete Agreement.** Any modification of, or addition to, this Second Amendment must be in writing and signed by all Parties. This Second Amendment, the Amendment and the Project Labor Agreement (including the Addendum) constitute the entire understanding between the Parties and supersede all prior discussions, representations, and/or agreements between the Parties with respect to the matters herein.

7. **Execution And Delivery.** This Second Amendment may be executed in counterparts, which taken together shall constitute one agreement binding on the Parties. Electronically transmitted signatures shall be valid and binding to the same extent as signatures delivered in original. In making proof of this Second Amendment, it will be necessary to produce only one copy signed (or reproduced from an electronically delivered signature) by the Party to be charged.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed and effective as of August 1, 2024.

MINNEAPOLIS BUILDING & CONSTRUCTION TRADES COUNCIL

By: _____
Dan McConnell, Business Manager

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
Michael Vekich, Chair

By: _____
Ed Kroics, Executive Director

ASM GLOBAL

By: _____

Its: General Manager

EXHIBIT C

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

U.S. Bank Stadium
Minneapolis, Minnesota

_____, and/or its affiliates (the "**Recipient(s)**") have expressed an interest in providing certain services at **U.S. Bank Stadium** (identified as **"the Project"**) for the benefit of the Minnesota Sports Facilities Authority **(MSFA**) which will result in Recipient receiving **Confidential Information** (as defined below) that is the property of the MSFA. In consideration of access to this **Confidential Information**, you acknowledge the proprietary nature of the Confidential Information and agree to hold and keep the same confidential as provided in this **Confidentiality and Non-Disclosure Agreement ("Agreement")** and to take or abstain from taking certain other actions as set forth herein and subject to the following terms and conditions:

1. For purposes of this Agreement, "Confidential Information" means any and all information accessed, received, obtained or otherwise learned about the Project and each of the Project participants and their respective subsidiaries and affiliates, as a result of the Project, and/or any other information whether or not designated as Confidential Information. Notwithstanding the above, Confidential Information will not include any information that (a) is or becomes public knowledge otherwise than by the Recipient(s) act or omission or (b) is or becomes available to us without obligation of confidence from a source having the legal right to disclose that information.

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

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

4. If the Recipient(s) receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order, or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory, or self-regulating authority or body, the Recipient(s) shall (a) first give written notice of the intended disclosure to the MSFA as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made, (b) consult with the MSFA on the advisability of taking steps to resist or narrow such request, and (c) if disclosure is required or deemed advisable, cooperate with MSFA in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules, or regulations of any other applicable governing body.

5. You acknowledge that MSFA makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and the MSFA expressly disclaims any and all liability that may be based on such information, errors therein or omissions therefrom. You agree that you are not entitled to rely on the accuracy or completeness of information contained in the Confidential Information. You agree that the MSFA shall have no liability to you resulting from your use of the Confidential Information.

6. The Recipient(s) acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which may be difficult to ascertain. Accordingly, the Recipient(s) agrees that the MSFA will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the MSFA may have. The Recipient(s) will, except to the extent inconsistent with (a) its use in connection with legal proceedings or (b) applicable law, regulations, rules, or official requests, at the MSFA election, destroy or return to the MSFA any tangible copies of the Confidential Information and permanently delete all electronic copies of the Confidential Information in its possession or control, if any, at the earlier of the request of the MSFA and will certify in writing to the MSFA that it has completed the foregoing.

7. The Recipient(s) agrees to defend, indemnify, and hold harmless the MSFA and its past and present board members, managers, owners, entity owners (and the current and former board members, managers, officers, directors, shareholders, and employees of any Members, owners, or entity owners), employees, agents, officers, directors, shareholders, contractors, successors, assigns, and insurers from and against any and all claims, debts, liabilities, demands, obligations, costs, fees, expense, actions, causes of action and liabilities of any kind or nature whatsoever (including attorneys' fees) arising out of or in any way related to any disclosure of any Confidential Information by the Recipient(s) or any breach of this Agreement. This paragraph shall survive the termination of this Agreement.

8. In the event of any litigation between the MSFA and the Recipient(s) in connection with this Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.

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

Dated and effective this___day of _____ 2026.

[NAME OF COMPANY]

By:

Its:

EXHIBIT D

NON-COLLUSION AFFIDAVIT

[PROJECT NAME]
[PROJECT NUMBER]

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

_____
Signature

Subscribed and sworn to before me
this _____ day of _____, 20___.

_____
Notary Public

EXHIBIT E

State of Minnesota/Metropolitan Agencies – MDHR Certificate of Compliance

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

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

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

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

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

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

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

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

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

____The bid proposal is exempt. The bid project number is:_____.

Signature

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

Name of Company	Authorized Signature
Date	Printed Name
Phone Number	Title

EXHIBIT F

U.S. BANK STADIUM

ACKNOWLEDGEMENT AND ATTESTATION FORM

(To Be Submitted with Proposal)

In submitting a Proposal, the undersigned has certified that the Proposer has reviewed the Request for _____Proposal (" RFP") dated _____ and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein.
The Proposer understands the Authority and Team reserve the right to reject any or all proposals in accordance with its best interest. The Proposer submitting a response does so at its own expense. I hereby certify that the foregoing is true a correct.

Proposer's Name: _____(Company)
Name: _____(Officer of Company)
Title: _____
Date:_____
Witness: _____
Name: _____
Date: _____

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

{SEAL}

EXHIBIT G

Conflict of Interest Certification

Proposer Name:_____
MSFA RFP Title:

Select ONE of the following responses below:

1. ☐ The undersigned certifies on behalf of the Proposer that (except as otherwise disclosed in the manner required below), there are no relevant facts or circumstances that could give rise to a conflict of interest, including any current relationships of the Proposer or its staff/employees with the MSFA, Legends Global, Aramark, Minnesota Vikings, Minnesota Vikings' consultants, National Football League or its consultants, the City of Minneapolis, or other parties having an interest in the stadium that may be construed to be a conflict of interest. Such current relationships specifically include financial, equity or ownership interests in the Proposer or an affiliate by any owners, affiliates or related parties of any of the entities listed above. Please disclose any such relationships or potential conflicts by completing the form attached as Exhibit G.

2. ☐ Proposer has an actual, potential, or perceived conflict(s) of interest within the meaning above as listed below.

By signing in the space provided below, Proposer certifies the above information is correct and that if a conflict of interest within the meaning of Section C.3 is discovered at any time after submission of this form but before MSFA award under the RFP (or after if Proposer is selected under the RFP), Proposer will immediately provide full disclosure in writing to the MSFA. Proposer also acknowledges that failure to disclose as required may result in disqualification of Proposer's RFP response.

Signature:_____
Title: _____
Date:_____