
**AGREEMENT BETWEEN
THE AUTHORITY AND ARCHITECT**

DESIGN SERVICES AGREEMENT

THIS AGREEMENT, made as of the 28th day of September in the year of 2012.

BY AND BETWEEN

The Authority:

MINNESOTA SPORTS FACILITIES AUTHORITY
900 South Fifth Street
Minneapolis, MN 55415

and the **ARCHITECT:**

HKS, Inc.
1919 McKinney Avenue
Dallas, Texas 75201

For the following **PROJECT:** The Stadium and Stadium Infrastructure at the Stadium Site.

TABLE OF CONTENTS

RECITALS 4

ARTICLE 1: GENERAL PROVISIONS 6

ARTICLE 2: ARCHITECT’S RESPONSIBILITIES 9

ARTICLE 3: AUTHORITY RESPONSIBILITIES 15

ARTICLE 4: TIME 16

ARTICLE 5: PAYMENTS TO THE ARCHITECT 17

ARTICLE 6: TERMINATION AND SUSPENSION 20

ARTICLE 7: CHANGES IN THE WORK 21

ARTICLE 8: CORRECTION OF DESIGN DOCUMENTS 21

ARTICLE 9: INSURANCE 22

ARTICLE 10: DISPUTE RESOLUTION 26

ARTICLE 11: INDEMNIFICATION 27

ARTICLE 12: OTHER PROVISIONS 28

EXHIBIT LIST 33

EXHIBIT 1: DESCRIPTION OF DESIGNATED SERVICES 34

EXHIBIT 2: ADDITIONAL SERVICES 57

EXHIBIT 3: SUBCONSULTANTS’ PROFESSIONAL LIABILITY INSURANCE LIMITS ... 58

EXHIBIT 4: ARCHITECT’S APPLICATION FOR PAYMENT 59

EXHIBIT 5: ARCHIECT’S DESIGN SERVICES FEE SCHEDULE 60

EXHIBIT 6: ARCHITECT’S INSURANCE 61

EXHIBIT 7: PROJECT STAFFING CHART 64

EXHIBIT 8: HIRING AND EMPLOYMENT PRINCIPLES 70

EXHIBIT 9: MINIMUM DESIGN STANDARDS..... 71

EXHIBIT 10: GENERAL CONDITIONS 72

APPENDIX A: TO THE GENERAL CONDITIONS - DEFINITIONS 91

APPENDIX B: TO THE GENERAL CONDITIONS –
WRITTEN NOTICE ADDRESSES..... 105

EXHIBIT 11: ARCHITECT APPROVED SUBCONSULTANTS 107

EXHIBIT 12: ALTERNATE DESIGN SERVICES 109

RECITALS

WHEREAS, the developer of the Project is the Minnesota Sports Facilities Authority, a public body, corporate and politic and political subdivision of the State of Minnesota (and is defined as the “**Authority**” for purposes hereof), or its assigns or designees; and

WHEREAS, the Authority was established for the purpose of 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, and desires to develop certain real estate described herein as the Stadium Site; and

WHEREAS, the Authority and Minnesota Vikings Football, LLC, a Delaware limited liability company authorized and doing business in the State of Minnesota (and is defined as the “**Team**” for purposes hereof) intend to enter into a Preliminary Development Agreement (“**PDA**”); and

WHEREAS, the Project is being developed pursuant to 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 (and is defined as the “**Act**” for purposes hereof); and

WHEREAS, the Act provides that the Authority shall serve as the Stadium Developer except that, prior to the time the Authority enters into a construction contract with the Construction Manager certifying a maximum price and a completion date, and at the request of the Team, the Authority may authorize the Team to serve as Stadium Developer for the management of the construction of the Stadium and Stadium Infrastructure (collectively defined as the “**Project**” for purposes hereof (and as further clarified in the definitions that are attached to this Design Services Agreement); and

WHEREAS, the Authority has engaged the services of Hammes Company Sports Development, Inc. as its representative to assist in the planning, development, design and construction of the Project. The Team has engaged the services of ICON Venue Group, Inc. as its representative to assist in the planning, development, design and construction of the Project; and

WHEREAS, the Team and the Authority desire to use a collaborative process to reach consensus on key elements of the Project design, as will be detailed in the PDA ; and

WHEREAS, to effectuate the collaborative process, the Authority and the Team will establish the Stadium Design and Construction Group (and is defined as the “**SDC Group**” for purposes hereof) to manage the design and oversee construction of the Project as required by the Act and as further specified in the PDA; and

WHEREAS, the SDC Group, subject to certain approvals of the Authority and the Team as established in the PDA, if any, shall direct the Architect under this Design Services Agreement until otherwise directed by the Authority pursuant to the PDA.; and

WHEREAS, whenever the Authority’s approval is required under the Agreement, Architect acknowledges and agrees that such approval shall be provided by the SDC Group as specified in the PDA; and

WHEREAS, Architect acknowledges and agrees that whenever the Authority’s written authorization is required under this Design Services Agreement, such written authorization shall be signed and delivered by the Authority to the Architect, including execution of the Agreement; and

WHEREAS, where direction is to be provided by the Authority pursuant to the provisions of this Design Services Agreement, the Parties agree that such direction shall come from the SDC Group as provided in the PDA; and

WHEREAS, the Authority desires to retain the Architect to provide Design Services pursuant to the terms and conditions of this Design Services Agreement; and

WHEREAS, the Authority and Architect acknowledge and agree that in accordance with the Act, the Authority and Team shall, with assistance from the Architect, establish Minimum Design Standards for the Project; and

WHEREAS, by virtue of this Design Services Agreement, the Architect shall be responsible to complete all Design Services, including preparation of Construction Documents in accordance with the Minimum Design Standards; and

WHEREAS, the Authority and Architect acknowledge and agree that the intent of this Design Services Agreement is for the Architect to provide the complete Design Services for all aspects of the Work, and the Architect will be responsible to coordinate the design and engineering of all Work, including the services of all Subconsultants and Consultants, coordination of any and all Drawings and Specifications in order to provide the complete Design Services and Construction Documents necessary for the Construction Manager to complete the Work; and

WHEREAS, the Construction Manager's Work for the Project shall be provided by a person or entity who is lawfully licensed to perform construction services in the State where the Project is located; and

WHEREAS, the Authority and Architect acknowledge and agree that the Architect is responsible to complete the Design Services, including preparation of all Construction Documents, in a manner so that the sum of the guaranteed maximum price ("**GMP**") for the Construction Manager's Work established between the Authority and Construction Manager, plus any GMPs established between the Authority and any Trade Contractor, is an amount not to exceed the Fixed Construction Budget; and

WHEREAS, the Parties desire to set forth the terms of their agreement in this writing to be effective as of the date set forth above.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration contained in this Design Services Agreement, the sufficiency and receipt of which is hereby acknowledged, the Architect and the Authority agree as follows:

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ARTICLE I

GENERAL PROVISIONS

1.1 Incorporation

- 1.1.1 Each of the Recitals set forth above is expressly incorporated herein and becomes a part of this Design Services Agreement.
- 1.1.2 Each of the Exhibits attached to this Design Services Agreement is expressly incorporated herein and becomes a part of this Design Services Agreement. In the event of any inconsistency between the provisions of this Design Services Agreement, the Exhibits, or of any modification to this Design Services Agreement, the more strict or stringent provisions shall control as determined by the Authority.
- 1.1.3 Capitalized terms herein have the meanings set forth in Appendix A of the General Conditions included as Exhibit 10 hereto.

1.2 Intent

- 1.2.1 It is the intent of this Design Services Agreement to engage the Architect to provide the complete and comprehensive Design Services that will be required to complete the Work. The Authority and Team are relying on the Architect's experience with complex sports and entertainment venues and, accordingly, the Architect acknowledges and agrees that the Design Services as described herein are inclusive of the complete planning, architectural design, engineering and other related services that will be required to complete the Work. The Architect has completed a careful and thorough review of this Design Services Agreement, specifically including the Description of Designated Services for Architecture/Engineering Services included as Exhibit 1 to this Design Services Agreement, and acknowledges and agrees that there are no deficiencies in the description of the Design Services herein, specifically including Exhibit 1 hereof, that would in any manner be inconsistent with the intent of this Subparagraph 1.2.1. Failure of the Architect to identify any such deficiencies prior to execution of this Design Services Agreement shall forever bar and prohibit the Architect from seeking compensation as an Additional Service for any costs incurred to complete such services later determined to be necessary to complete the Work.
- 1.2.2 It is the intent of the Parties to limit and protect the Authority, Team and all of the Indemnitees from and against any and all exposure to claims, liabilities and legal, equitable or administrative actions of any kind resulting from the Design Services. Accordingly, the Architect is solely responsible for the completion of all Design Services and shall bear the responsibility and any liabilities associated with the completion of the Design Services necessary to complete the Work.
- 1.2.3 It is the intent of the Parties that the Contract Documents to be prepared by the Architect shall include all items necessary for the Construction Manager and Trade Contractors' proper execution and completion of the Work. Design Services not expressly set forth in the Design Services Agreement but reasonably inferable from the Design Services Agreement, shall be included as part of the Architect's duties under this Design Services Agreement without additional cost to the Authority.
- 1.2.4 It is the intent of the Parties that the Architect be solely responsible to coordinate all Drawings and Specifications and to conduct continuous review of all Design Documents for consistency, clarity and completeness and to make all necessary modifications or to complete the Drawings and Specifications as required by the Authority and to adhere to

the Standard of Care to complete the Construction Documents with the consistency, clarity and completeness required to protect the interests of the Authority and Team.

- 1.2.5 Architect acknowledges and agrees that the Project is a public project and the Project will be used for public purposes and that all of the Architect's services hereunder are in furtherance of a public project.

1.3 Ownership and Use of Documents

- 1.3.1 The Architect acknowledges and agrees that the Authority is the sole and exclusive owner of, and Architect hereby unconditionally and irrevocably transfers and assigns to the Authority all worldwide rights, title and interest in and to the Design Documents and other documents or data related to the Project, and any and all designs, blueprints, patterns, instructions, codes, artwork, copy, materials, drawings, models, samples, (and the electronic methods of reproducing such documents, "**Electronic Data**") and all other works relating to, and other information necessary to recreate, such Design Documents and other documents or data produced or prepared by Architect and/or its Subconsultants or any other Person in contract with the Architect and referred to above and/or relating to this Design Services Agreement (collectively, the "**Design Document Works**"), including, without limitation, the copyright, trademark and service mark rights, patents, moral rights, intellectual property rights, and all proprietary rights of any kind, nature or description, relating to the Design Document Works that may be secured under the laws now or hereinafter in effect in the United States of America or any other country. Architect and its Subconsultants further agree that for copyright purposes the Design Document Works produced or prepared by Architect and/or its Subconsultants and/or referred to above in connection with the Design Document Works shall be considered works made for hire under applicable law, specially ordered or commissioned by the Authority. If, and to the extent that, said Design Document Works are deemed not to be works made for hire by a court of competent jurisdiction or an arbitrator, then this Agreement shall constitute an irrevocable assignment and transfer to the Authority of the worldwide copyright in all such Design Document Works, including, without limitation, the exclusive rights to reproduce, perform and distribute the Design Document Works and any derivative works created from the Design Document Works in any form or media throughout the world. Any trademark owned by the Authority, the Team, a Consultant or any other Person in contract with the Authority or the Team that are used in the Design Document Works or any derivatives thereof shall continue to be owned by the respective party. In addition, Architect and its Subconsultants agree that all rights in and to trademarks, service marks and/or trade dress ("**Trademarks**") resulting from Architect's or its Subconsultants' creation of the Design Document Works shall be owned by the Authority worldwide, and that any rights Architect or any of its Subconsultants may have in such Trademarks are hereby irrevocably assigned and transferred to the Authority, together with any and all goodwill associated with the Trademarks. Architect agrees to perform any and all acts necessary or helpful to assist the Authority in registering, establishing, securing, defending, enforcing or otherwise protecting the Authority's rights in the Trademarks and copyrights in the Design Document Works. The Authority shall have the sole right to bring enforcement actions for infringement of any and all rights in the Design Document Works, and the Architect and its Subconsultants hereby assign any causes of action that may have accrued or will accrue with respect to the Design Document Works. Such assignment and transfer shall be in perpetuity or for the longest period otherwise permitted by law, without the necessity of further consideration. To effectuate the transfer to the Authority of free and clear rights, title and interest in and to all of the foregoing, Architect agrees that it shall obtain from each of its Subconsultants and any Person in contract with the Authority, all of each Subconsultant's and such Person's rights, title and interest in and to the Design Document Works and/or any works relating to the Design Document Works as described above. No rights shall be or hereby

are reserved by Architect, its Subconsultants or any other Person in contract with the Architect. The Authority may use the Design Document Works for purposes of developing, constructing and maintaining the Project and for other purposes, but shall not use the Design Document Works for another stadium project unless the Authority holds the Architect harmless from such use.

Architect further agrees not to use in any other project any of the unique or distinctive architectural or aesthetic components or effects of the Design Document Works, including without limitation the Project, which, taken independently or in combination, would produce a result that, in part or in whole, is substantially similar in appearance to the Design Document Works (“**Unique Elements**”). Architect and its Subconsultants further represent and warrant that no other third-person or entity has any rights in or to the Unique Elements and shall defend, indemnify and hold harmless the Authority and Indemnitees against any claims made by any third party. The Parties agree that to the extent that the Design Document Works contain certain standard component details generally used by architects which are repetitive in nature, not Project-specific, function rather than form-oriented, and were not developed for and are not identifiable with the Project, such standard component details shall be deemed generic and remain free for both Parties to use and re-use in or on other projects, in other contexts or for other clients.

- 1.3.2 The Architect shall include the provisions of **Subparagraph 1.3.1** in each professional services subcontract entered into in connection with the Project, as modified in such contracts to reflect that its Subconsultants or other Persons in contract with the Architect in such subcontracts are subject to the same obligations towards the Authority to which the Architect is subject under **Subparagraph 1.3.1**. The Architect shall require all of the foregoing Subconsultants and any Person in contract with the Architect to include the same modified provisions in each and every professional services subcontract that the Subconsultants or such Person enters into in connection with the Project.
- 1.3.3 Upon completion or termination of this Design Services Agreement, or upon the issuance by the Authority of a written change order deleting all or portions of the scope of Design Services or task(s) to be provided or performed by the Architect, all of the above Design Document Works, to the extent requested in writing by the Authority, shall be delivered by the Architect to the Authority within seven (7) calendar days of the Authority making such a request.
- 1.3.4 Architect shall deliver the Design Document Works in both hard copy and as Electronic Data. The means by which the Electronic Data is transferred may include, but are not limited to, electronic mail, File Transfer Protocol (FTP) sites and disc copies transmitted between the parties in this Agreement. Architect reserves the right to retain hard copy originals in addition to electronic copies of the Electronic Data transferred. The Authority acknowledges that Electronic Data transferred in any manner or translated from the system and format used by Architect to an alternate system or format is subject to errors that may affect the accuracy and reliability of the data and that the data may be altered, whether inadvertently or otherwise. The Architect shall revise all such errors that may affect the accuracy and reliability of the Electronic Data so that the Construction Manager may rely on the Electronic Data to perform the Work. The Architect and Authority acknowledge and agree that in the event the Electronic Data contains errors as a result of the transferring of the Electronic Data from the Architect’s system and format to an alternate system or format, the Architect shall revise such Electronic Data to the extent necessary to correct such errors and inconsistencies.
- 1.3.5 The Architect, at its expense, may make and retain copies of all Design Document Works delivered to the Authority for reference and internal use. The Architect shall not, and agrees not to, use any of these Design Document Works, and data and information

contained therein on any other project or for any other client without the prior expressed written permission of the Authority.

- 1.3.6 The Architect shall provide the Authority with immediate access to the Architect's files, reports, data, submissions and other material prepared by the Architect for the Project, when and as requested by the Authority. Architect agrees to retain all documents in both graphic and electronic form pertaining to the performance of Design Services and Additional Services under the Design Services Agreement for twelve (12) years following the later of the Authority's final payment to the Architect or termination of the Design Services Agreement.
- 1.3.7 The terms and provisions of this **Paragraph 1.3** shall survive the expiration, suspension or termination of this Design Services Agreement.

ARTICLE 2

ARCHITECT'S RESPONSIBILITIES

2.1 Design Services and Responsibilities

- 2.1.1 The Architect shall have the obligations and responsibilities set forth in this Design Services Agreement, including the General Conditions included as **Exhibit 10** hereof. Whenever the Contract Documents require action by the Architect, the Architect shall take appropriate action and respond diligently to address all matters related to the Design Services. The Architect will provide adequate resources to complete the Design Services and at all times to address the interests of the Authority and Team.
- 2.1.2 Attached as Exhibit 7, Project Staffing Chart, is a list of the Architect's Key Personnel performing Design Services for this Project. The Architect has designated in Exhibit 7 the Architect's representatives authorized to act on the Architect's behalf. The Architect and such authorized representatives shall be dedicated exclusively to the Project and available to the Authority at all times during the Project and shall promptly provide information to the SDC Group to allow timely decisions during each Phase of Design Services. Authorized representatives of Architect shall not be removed from the Project (nor their responsibilities on the Project reduced) by Architect without the prior approval of the SDC Group and written approval of the Authority, which approval may be granted or withheld in the SDC Group's and Authority's sole and absolute discretion. In the event any of Architect's authorized representatives, for reasons beyond the control of Architect, either ceases to be employed by Architect or is otherwise unable to perform his duties with respect to the Project, a comparably qualified replacement shall be offered by Architect and such replacement shall be subject to approval by the SDC Group and written approval of the Authority in the SDC Group's and Authority's sole and absolute discretion.
- 2.1.3 **Design Services**
- .1 The Architect shall provide the Design Services, pursuant to the terms and conditions of this Design Services Agreement, including all required architectural, civil, structural, mechanical, electrical, plumbing, specialty design (e.g., audio-visual, food service, etc.), construction administration and other professional architectural and engineering services, coordination of the Construction Documents among and between the Project Team and the Authority, as required to complete the Work, including without limitation those described in **Exhibit 1** hereto.

- .2 The Architect shall also perform such services as are required under the General Conditions and as are applicable to the Design Services in order to facilitate timely completion of the Work by the Construction Manager and Trade Contractors. The Architect shall be bound by all of the terms and conditions contained in the General Conditions that pertain to the Architect and the Design Services.
 - .3 The Architect shall also perform such services as are required under the Contract Documents, including the Project Manual, and as are applicable to the Design Services so that the Work can be timely and successfully completed, and the Architect shall be bound by all of the terms and conditions contained in the Contract Documents that pertain to the Architect and that are otherwise included in the Design Services.
 - .4 The Parties acknowledge and agree that the intent of this Design Services Agreement is for the Architect to provide the complete architectural design and engineering services that are required for the Construction Manager and Trade Contractors to complete the Work, in a manner consistent with the requirement that the Work be completed for an amount which does not exceed the Fixed Construction Budget and that the Work is completed in accordance with the Master Project Schedule.
 - .5 The Architect shall provide the Design Services for on-site parking and off-site surface and structured parking to be set forth in the Minimum Design Standards currently anticipated to include new 600 stall parking garage, a new 900 stall parking garage, dedicated walkways, and up to four total skyways and tunnels connecting the new or existing parking garages to the Stadium.
- 2.1.4 The Architect shall be responsible to assist the Authority and the Team to establish the Minimum Design Standards. Once the Minimum Design Standards are established, such standards shall be added to this Design Services Agreement by amendment as Exhibit 9. Upon establishment of the Minimum Design Standards, the Architect shall complete the Design Services in accordance with the Minimum Design Standards.
 - 2.1.5 The professional obligations of the Architect shall be undertaken and performed in the best interest of the Project. Nothing contained in this Design Services Agreement shall create any professional obligation, liability or responsibility of the Authority, Team or the Indemnitees to perform any aspect of the Design Services being provided by the Architect under this Design Services Agreement, which Design Services shall be the sole and absolute responsibility and liability of the Architect. The Architect shall review Applicable Laws relevant to the Design Services, and shall also review NFL Rules and Regulations relating to the Project, and shall execute the Design Services in compliance with such Applicable Laws and the NFL Rules and Regulations. The Architect represents that it is knowledgeable of the Applicable Laws, NFL Rules and Regulations, and all codes, standards, rules and regulations applicable to projects of this type in Minnesota, including all health, safety, fire, environmental, building and zoning codes, rules and regulations, and by this representation agrees to comply with each of the foregoing. Architect shall utilize the Standard of Care to prepare the Design Documents in compliance with Applicable Laws and the NFL Rules and Regulations. All Design Services shall be performed in accordance with the Standard of Care whether performed by the Architect, a Subconsultant or any person engaged directly or indirectly by the Architect.
 - 2.1.6 Architect shall assist Construction Manager as necessary and appropriate in the Construction Manager's development of Estimated Construction Costs at those

milestones set forth in the Master Project Schedule based upon the then current Design Documents prepared by Architect. Architect shall review such estimates and notify the SDC Group and Construction Manager in writing if it is aware of any errors, omissions or inconsistencies between the Construction Documents prepared by the Architect and the Estimated Construction Costs developed by the Construction Manager.

- 2.1.7 Architect shall participate in the Value Engineering program developed by the SDC Group, Architect and Construction Manager to provide alternate solutions, systems, materials or techniques to achieve Project requirements and specifically the Fixed Construction Budget. The Value Engineering program shall encompass all major facility elements and will consist of such sessions as are necessary from time to time based on the phase of completion of the Design Documents. The Architect, in conjunction with Construction Manager, shall provide, as appropriate, alternative design solutions regarding major design features to allow the SDC Group, based on the Estimated Construction Costs, to ascertain that the recommended design achieves a desirable and practical programmatic and economic solution within the limitations of the Fixed Construction Budget.
- 2.1.8 Architect shall coordinate with, and provide input and documentation as required by, Consultants who are preparing the environmental assessment worksheet (“EAW”), environmental impact statement (“EIS”), or any other environmental reviews, assessments or reports required under the Applicable Law or deemed reasonably necessary by Authority.
- 2.1.9 Architect shall provide such assistance as the Authority or Team may request in connection with obtaining financing for the Project. Architect agrees that it will make available to the Authority, Team and any applicable Lenders and bond trustees, information relating to the Project, including information relating to the construction progress and expenditures, as any Lenders or bond trustees may reasonably request. Architect shall furnish such consents to assignments and certifications addressed to the Authority, Team or any applicable Lenders and bond trustees, as may be reasonably requested. Architect shall cooperate with the independent engineers, if any, of any Lenders or bond trustees.
- 2.1.10 Except with the actual knowledge and written consent of both the Authority and Team, the Architect shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to the Project.
- 2.1.11 To the extent practicable, the Architect shall design the Stadium so that it is environmentally and energy efficient, and shall endeavor to design the stadium so that it is eligible to receive the Leadership in Energy and Environmental Design (LEED) certification or the Green Building Initiative Green Globes certification for environmental design. Architect shall perform all necessary calculations and advise the SDC Group whether implementing the Minnesota Sustainable Building Guidelines, as established under Minn. Stat. § 16B.325, in the design of the Stadium would have a payback in energy savings in thirty (30) years or less; and, if so, Architect shall, to the extent feasible, implement the Minnesota Sustainable Building Guidelines in the design of the Stadium.
- 2.1.12 Architect shall inform the SDC Group of any tests, inspections, studies, analyses or reports that Architect deems necessary or advisable to be performed by or for the Authority in relation to the Design Services or Contract Documents.

- 2.1.13 Architect shall be aware of and advise the SDC Group as to the technological State-of-the-Art options for material portions of NFL stadium projects and shall advise the SDC Group of changes or advancements in such State-of-the-Art options throughout the Project. Architect shall actively advise the SDC Group from time to time as to material systems or components of the Project that are not, in Architect's opinion, State-of-the-Art. Architect shall clearly identify, in writing, viable options for required decisions of the SDC Group and written approvals of the Authority and, in connection therewith, Architect shall recommend its opinion of the best applications for the Project, stating, in writing, the basis for those opinions.
- 2.1.14 Architect acknowledges and agrees that the design of the Project and all improvements shall be in compliance with the then-current understanding and interpretation (as of the date of the relevant Design Documents) of the Americans with Disabilities Act Guidelines, Appendix A to the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, as well as any other Applicable Laws governing the same or similar subject matter, NFL Rules and Regulations and with adherence to any Governmental Authority having jurisdiction regarding access to the Project by the physically handicapped. The Architect will review the Design Documents with designated ADA user groups to seek input on areas of concern for any such user group or groups.
- 2.1.15 Architect is required to analyze all material aspects of the Stadium Site and Adjacent Property, and their respective utility systems and other infrastructure, including existing and publicly planned transportation systems, to the extent readily observable or based on materials regarding the Stadium Site and Adjacent Property that are readily available. Architect will evaluate the water and sewer mains, natural gas and utility lines and all other systems which serve the Stadium Site and will take into consideration the existence of current and known future Stadium Site utilities so that the construction of the Project will attempt to minimize rerouting and removal of such utilities.
- 2.1.16 To the extent practicable, the Architect shall strive to make the stadium design architecturally significant. To the extent practicable, the Architect shall specify performance requirements that the Construction Manager shall make good faith efforts to ensure that steel used in the construction of the Project shall comply with the Act and procure twenty five percent (25%) of materials, supplies and equipment from Minnesota businesses.

2.2 Additional Services

- 2.2.1 Other than those services set forth in this **Paragraph 2.2** and on **Exhibit 2** hereof, the Architect shall not be required to provide any Additional Services, except when approved by the SDC Group and authorized in writing by the Authority in an executed Contract Revision.
- 2.2.2 A description of Additional Services which may be provided by the Architect, pursuant to the Authority's written request, is set forth on **Exhibit 2** attached hereto. From time to time, the Authority may authorize in writing other Additional Services not identified on **Exhibit 2**. Unless the Parties agree upon a lump sum price for the Additional Services and any necessary associated Reimbursable Expenses, the hourly rates that Architect will charge for any authorized Additional Services for the Project shall be those stated on **Exhibit 7** and any necessary associated Reimbursable Expenses shall be paid to Architect

at a multiple of 1.00 times such Reimbursable Expenses incurred by the Architect. The Architect shall not provide any Additional Services unless so authorized by written Contract Revision. At the time of execution of this Design Services Agreement, neither the Authority nor Architect contemplate or anticipate any specific Additional Services being required in order to complete the Design Services.

- 2.2.3 The Architect is responsible to prepare the Construction Documents for the Project in compliance with all Applicable Laws and NFL Rules and Regulations. Notwithstanding the foregoing, the Architect may be compensated as an Additional Service for any changes in the Design Services necessitated by the enactment or revisions to Applicable Laws that occur after completion of the Construction Documents but before Substantial Completion, if any.

2.3 Design to Fixed Construction Budget

- 2.3.1 From and after the date hereof, the Architect is authorized to perform only those Design Services necessary to complete the Conceptual Design Phase. As a condition to completing the Conceptual Design Phase, documents prepared by the Architect shall be the basis for an Estimated Construction Cost from the Construction Manager or other cost estimator designated by the SDC Group with the requirement that said estimate shall confirm the cost of the Work to be at or below the Fixed Construction Budget. If such Estimated Construction Cost exceeds the Fixed Construction Budget, the Authority shall have the right to require that Architect as a Basic Service and without additional compensation, attend meetings with the Authority, Team and Construction Manager to discuss appropriate changes to reduce the Estimated Construction Costs and, based on such meetings, make all necessary changes in the selection and design of details, materials, finishes, and building systems and equipment acceptable to the Authority and Team. Architect shall make such changes which shall be incorporated into revised Conceptual Design documents as expeditiously as possible to perform in accordance with the Design Delivery Schedule and the Master Project Schedule.
- 2.3.2 As a condition to completing the Schematic Design Phase, documents prepared by the Architect shall be the basis for an Estimated Construction Cost from the Construction Manager with the requirement that said estimate shall confirm the cost of the Work to be at or below the Fixed Construction Budget. If such Estimated Construction Cost exceeds the Fixed Construction Budget, the Authority shall have the right to require that Architect as a Basic Service and without additional compensation, to attend meetings with the Authority, Team and the Construction Manager to discuss appropriate changes to reduce the Estimated Construction Costs and, based on such meetings, make all necessary changes in the selection and design of details, materials, finishes, and building systems and equipment acceptable to the Authority and Team. Architect shall make such changes which shall be incorporated into revised Schematic Design documents as expeditiously as possible to perform in accordance with the Design Delivery Schedule and the Master Project Schedule.
- 2.3.3 After completion of the Schematic Design Phase, the Architect will be authorized to perform only those Design Services necessary to complete the Design Development Documents and such other Construction Documents as may be required by the SDC Group or the Authority to establish the GMP with the Construction Manager. The Architect acknowledges and agrees that the Architect shall not, without approval of the SDC Group and written authorization from the Authority, proceed with any Design Services beyond the Design Development Documents.
- 2.3.4 The Authority shall provide the Architect with a written Notice-to-Proceed with the Construction Documents or any Early Release Bid Packages once the SDC Group is

satisfied that the Design Development Documents adhere to the Fixed Construction Budget and are otherwise in its sole discretion satisfactory. The Architect will proceed with the Construction Documents and any Early Release Bid Packages only after receipt of such written Notice-to-Proceed from the Authority.

- 2.3.5 From and after the date hereof, the Architect is responsible to complete the Design Services in a manner consistent with the Fixed Construction Budget. The Architect will be responsible to make any and all changes, corrections or alterations to the Design Documents and Early Bid Packages that are necessary during all stages of the Design Services to complete the Work in strict accordance with the Fixed Construction Budget, including without limitation providing Design Documents and Early Bid Packages necessary to obtain a GMP at or under the Fixed Construction Budget. Notwithstanding the foregoing, after the Architect develops, or makes changes, corrections and alterations to, the Construction Documents to correctly reflect the scope agreed to in connection with finalizing the GMP (including the incorporation of value engineering), then any subsequent changes, corrections or alterations to the Construction Documents that are necessary to complete Work in strict accordance with the Fixed Construction Budget shall be Additional Services.

2.4 Architect's Subconsultants

- 2.4.1 Prior to the execution of this Design Services Agreement, the Authority and Team have approved those Subconsultants listed on **Exhibit 11** hereof. As soon as practicable after execution of this Design Services Agreement, the Architect shall furnish to the SDC Group in writing the names of any additional Persons the Architect proposes to engage as Subconsultants, if any, to provide the Design Services for the Project. Prior to entering into any professional services contract with a Subconsultant, the Architect shall consult with the SDC Group and shall submit the proposed contract form to the SDC Group for approval. The Authority reserves the right to approve any proposed Subconsultant or associated contract for any reason, such approval not to be unreasonably withheld. Copies of all executed Subconsultant contracts shall be provided to the Authority.
- 2.4.2 The Architect shall require in each Subconsultant Agreement a representation and warranty from such Subconsultant that the Subconsultant is: (i) knowledgeable, to the extent required by the Subconsultant's scope of work, of the Applicable Laws, NFL Rules and Regulations, and all codes, standards, rules and regulations applicable to a Project of this type in Minnesota, 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 portion of the Design Services contemplated to be performed by the Subconsultant; and (iii) properly licensed, certified, registered and organized to perform such Design Services under Applicable Laws or any similar requirements. The Architect shall require all Subconsultants to include a similar requirement in each and every contract between said Subconsultant and any Person it may contract for any portion of the Subconsultant's services on the Project.
- 2.4.3 [RESERVED]
- 2.4.4 The Architect shall bind each and every Subconsultant to the terms of this Design Services Agreement. The Architect shall include, in addition to the representations and warranties identified in Subparagraph 2.4.2, a provision in all subcontracts issued for Design Services hereunder that requires each Subconsultant to: (i) assume toward the Authority and Architect all of the obligations and responsibilities that Architect by the terms of this Design Services Agreement assumes toward the Authority; (ii) acknowledge and agree that the services performed by the Subconsultant are for the benefit of the Authority and Team and the Authority and Team shall have the right to enforce the

obligations, responsibilities and duties of the Subconsultant directly against the Subconsultant; (iii) name the Authority and Team as an intended third-party beneficiary to the duties, requirements and obligations of the Subconsultant; and (iv) acknowledge that the Subconsultant shall have no direct claim, right or cause of action against the Authority or Team by virtue of its third-party beneficiary status. The Architect shall require all Subconsultants to include a similar requirement in each and every contract between said Subconsultant and any person or party it may contract for any portion of the Subconsultant's services on the Project.

2.4.5 The Architect hereby agrees to include a provision in all contracts issued by any Subconsultant for Design Services hereunder allowing the Architect to assign such contract issued by a Subconsultant to the Authority, Lender, Team, Construction Manager or any of the foregoing parties' designees without the Subconsultant's consent or change in the contract price or other terms of compensation. The Architect shall require all Subconsultants to include a similar requirement in each and every contract between said Subconsultant and any Person it may contract for any portion of the Subconsultant's services on the Project.

Notwithstanding any such assignment under this Subparagraph 2.4.5, for all services rendered before the effective date of the assignment, Architect shall remain solely and completely responsible for all Design Services provided by the Subconsultant's and any Person it may contract for any portion of the Subconsultant's services for the Project.

2.4.6 Termination of Architect Subcontracts. The Architect shall ensure that the Authority shall have the rights of termination of any of the Subconsultants or of Persons in contract with Architect's Subconsultants in accordance with the provisions of Article 6 hereof.

ARTICLE 3

AUTHORITY RESPONSIBILITIES

- 3.1 The Authority shall have the obligations and responsibilities set forth herein and elsewhere in the Contract Documents. Whenever the Contract Documents require action by a member of the Project Team, the Authority shall use reasonable efforts to require the Architect, Construction Manager or any other member of the Project Team to take appropriate action and to render decisions in a timely manner, although failure by the Authority to do so shall not absolve the Architect, Construction Manager or other member of the Project Team from their respective responsibilities to take such actions and to render decisions in a timely manner in accordance with the Contract Documents.
- 3.2 The Authority, in consultation with the SDC Group, shall examine documents submitted by the Architect, Construction Manager or other Project Team members and shall promptly render decisions pertaining to such documents.
- 3.3 The Authority shall, to the extent the Authority is capable of doing so, assist the Architect and/or Construction Manager to secure public and regulatory permits and approvals. However, the inability of the Authority to provide such assistance shall not absolve the Architect and/or Construction Manager from their respective responsibility to apply for and obtain such permits and approvals. Costs normally associated with public permits and regulatory approvals shall be paid by the Authority unless specified differently elsewhere in the Contract Documents.
- 3.4 If the Authority observes or otherwise becomes aware of a fault or defect in the Work or nonconformity with the Contract Documents, including the Drawings or Specifications, the Authority shall give prompt written notice thereof to the Architect and Construction Manager. Notwithstanding the foregoing, in no event shall the Authority or the Indemnitees be responsible

for coordination of the Contract Documents, inspecting any portion of the Work or measuring progress of the Work. The foregoing notice or lack of notice by Authority shall not release the Architect or Construction Manager from their responsibilities under the Design Services Agreement and the Contract Documents, including **Subparagraph 2.1.3.4** herein.

- 3.5 The Authority shall communicate with the Project Team of any tier directly through the SDC Group, unless the Authority and Team mutually designate an alternative party to act on their behalf.
- 3.6 [RESERVED]
- 3.7 The Authority and all Indemnitees are not, and shall in no event be, responsible or liable to any member of the Project Team for any aspect of the Design Services, inspections, quality control or design administration services, which shall be provided by the Architect under this Design Services Agreement. Likewise, the Authority and the Indemnitees are not and shall in no event be, responsible or liable to other Project Team for any aspect of the performance or non-performance by the Construction Manager of the Construction Manager's Work, including the construction means, methods, techniques, sequences and procedures, which shall be completed by the Construction Manager under the Construction Services Agreement. In no event shall the Authority or Indemnitees have any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Authority and Indemnitees in or under the Contract Documents.

ARTICLE 4

TIME

- 4.1 **Design Services Contract Time.** The Architect agrees that time is of the essence and further acknowledges the crucial aspect of timely completion of the Project. The Architect shall perform the Design Services as expeditiously as is consistent with the Standard of Care to further the orderly progress of the Work, and the Design Services shall be commenced on the date hereof subject to the provisions of **Subparagraph 2.3.1** hereof. The Architect acknowledges that the anticipated Date of Substantial Completion of the Work shall be on or before July 1, 2016. The Design Services shall be deemed complete only after satisfactory completion of all the Design Services as described in **Exhibit 1** and elsewhere in the Contract Documents. The Architect shall complete all Design Services on or before the expiration of the Design Services Contract Time. The duration from commencement of Design Services through August 31, 2017 shall be referred to as the "**Design Services Contract Time**"
- 4.2 **Design Schedule.** The Architect is responsible to complete each Phase of the Design Services, subject to the provisions of **Subparagraph 2.3.1** hereof, in strict accordance with the critical milestone dates outlined below and in accordance with the Design Delivery Schedule:
 - 4.2.1 Concept Design Documents complete on or before December 10, 2012; and
 - 4.2.2 Schematic Design Documents (50%) complete on or before January 21, 2013; and
 - 4.2.3 Schematic Design Documents (100%) complete on or before March 4, 2013; and
 - 4.2.4 Design Development Documents (50%) complete on or before May 20, 2013; and
 - 4.2.5 Design Development Documents (100%) complete on or before July 15, 2013; and

- 4.2.6 Issue Early Release Bid Packages on or before August 15, 2013; and
- 4.2.7 Commencement of Construction to occur on or about September 30, 2013; and
- 4.2.8 Construction Documents (50%) complete on or before October 14, 2013; and
- 4.2.9 Construction Documents (100%) complete on or before January 20, 2014; and
- 4.2.10 Anticipated Date of Substantial Completion of the Work is on or before July 1, 2016.

In addition, the Architect will issue a set of GMP Pricing Documents at a date to be agreed upon.

- 4.3 Architect Certification. Upon completion of the Construction Documents, the Architect will be responsible to provide a written certification to the Authority that the Construction Documents are complete. The Architect's certification shall establish that the Construction Documents are complete, fully coordinated and in sufficient detail, in accordance with the Standard of Care, for the Construction Manager and any applicable Trade Contractors to timely complete the Work.
- 4.4 Design Schedule Updates. The Architect is responsible to prepare and regularly update the Design Delivery Schedule for review and approval of the Authority. The Design Delivery Schedule must provide for the satisfactory completion of the Design Services by the Architect in a manner that strictly adheres to the critical milestone dates set forth in Paragraph 4.2 above and with the requirements of the Construction Schedule approved by the Authority. The Architect further acknowledges and agrees that the Work and the Construction Schedule will be dependent on the Architect's ability to meet the critical milestone dates and other deliverable dates as set forth in the approved Design Delivery Schedule. The Architect shall be responsible to coordinate the Design Delivery Schedule with the Construction Schedule provided by the Construction Manager and to resolve any scheduling conflicts directly between the Architect and Construction Manager so that the Work is completed in accordance with the Master Project Schedule.
- 4.5 Delay. To the extent that any delays in the completion of the Design Services as described in this Article 4 are the responsibility of Architect and such delays cause delays in the completion of the Construction Manager's Work or the Trade Contractors' Work then Architect shall be solely responsible for the delays in completion of the Construction Manager's Work and the Trade Contractors' Work.
- 4.6 As conditions precedent to any enforceability of the Design Services Agreement by Architect, and before requesting any payment under the Design Services Agreement, (i) Architect shall have submitted to the SDC Group, and (ii) the Authority shall have approved in writing the Design Delivery Schedule set forth in Paragraph 4.2 after approval of the SDC Group as specified in the PDA.

ARTICLE 5

PAYMENTS TO THE ARCHITECT

5.1 Payments

- 5.1.1 Prior to being entitled to receive payment, the Architect shall deliver to the Authority itemized Applications for Payment in such detail as may be required by the Authority to substantiate the Architect's basis for compensation, including a schedule of values approved by the Authority. The Architect is required to submit all Applications for Payment in the form provided in Exhibit 4 of this Design Services Agreement. Exhibit 4 hereof provides a detailed description of the specific policies and procedures

required for the Architect to submit its Application for Payment for review and approval by the Authority. The Architect's submission of its Application for Payment to the Authority shall include a certification that the Architect has made payment to its Subconsultants in accordance with all prior Applications for Payment.

- 5.1.2 Payments to the Architect shall be made within forty-five (45) days of the Authority's receipt and approval of an Application for Payment from the Architect, together with all supporting documentation and lien waivers as requested by the Authority, all in a form and substance acceptable to the Authority as set forth in Exhibit 4. The Authority shall notify the Architect within fifteen (15) days of receipt of the Architect's Application for Payment if the Authority will not accept the Architect's Application for Payment, or any portion thereof, and the Authority shall then provide the Architect with the basis of rejection of the Architect's Application for Payment, or any portion thereof. The Architect shall submit an Application for Payment only during the last five (5) business days of any month for services provided during the preceding month. Applications for Payment to the Authority shall include only those costs incurred to the end of that prior month for Design Services actually incurred by the Architect in the performance of the Work for the Project. The Architect's Application for Payment shall be based upon the Design Fee Schedule provided in Exhibit 5 of this Design Services Agreement.
- 5.1.3 Notwithstanding anything to the contrary herein, the Authority shall retain the following amounts from the Architect's approved payments, in accordance with the Design Fee Schedule, until the Date of Substantial Completion and the satisfactory completion of the Design Services.
- .1 Five Percent (5.00%) through each Phase of Design Services and all retainage accumulated through each Phase will be released at the successful completion of each Phase.
 - .2 No additional retainage on progress payments made after the completion of the Construction Documents
- 5.1.4 The Architect's Application for Payment will include a release of any and all Claims occurring to the date of the Architect's Application for Payment, establishing a waiver by the Architect of any Claims, liens or rights of lien (if and to the extent allowed by Applicable Laws) existing or that may have arisen for Design Services or labor performed, or materials furnished for the Project by the Architect or any of the Architect's Subconsultants, and further certifies that neither the Architect nor any of the Architect's Subconsultants hold or are entitled to hold any Claim, lien or rights of lien against the Project to the date of the Architect's Application for Payment.
- 5.1.5 The Architect shall be responsible for and shall include in its Design Services Fee as set forth in this Design Services Agreement, the compensation and other costs of the services of all Subconsultants retained by the Architect as may be necessary to complete the Design Services. The Authority shall have no obligation to directly make payment, or to be responsible in any way for payment, to any Subconsultant employed directly by the Architect in accordance with the Work. The Architect shall pay each of the Subconsultants within ten (10) days (or such shorter period as required by Applicable Law) of the Architect's receipt of payment from the Authority for undisputed Design Services provided by each of the Subconsultants. The Architect shall pay interest of 1-1/2 percent per month (or any part of a month) to any of the Subconsultants on an undisputed amount not paid on time to the Architect's Subconsultant. 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 Architect shall pay the actual penalty due to the Subconsultant in accordance with Minnesota Statutes. Upon payment to any Subconsultant, the Architect will obtain from such Subconsultant a release and waiver by

the Subconsultant of any claims, liens or rights of lien existing or that may have arisen for Design Services or labor performed, or materials furnished for the Project by the Subconsultant occurring to the date of the Architect's payment. 5.1.6 The Authority shall pay interest of 1-1/2 percent per month (or any part of a month) to the Architect on an undisputed amount not paid to the Architect within forty-five (45) days of approval by the Authority in accordance with Subparagraph 5.1.2 hereof. 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 Architect in accordance with Minnesota Statutes.

- 5.1.7 Final payment constituting the entire unpaid balance due shall be paid by the Authority to the Architect, including retainage, upon the Authority's receipt and approval of a Final Application for Payment from the Architect. The making of final payment shall constitute a waiver of any and all Claims by the Architect against the Authority or any of the Indemnitees.

5.2 Basis of Compensation

- 5.2.1 Compensation for the Design Services shall be paid to the Architect by the Authority as set forth below:

- .1 For Design Services described in Article 2 and Exhibit 1 attached hereto, the Architect shall be paid a fixed "Design Services Fee" in the amount of Thirty Four Million Dollars and 00/100 Dollars (\$34,000,000); and
- .2 Direct Personnel Expenses ("DPE") for Design Services of the Architect shall be included within the Design Services Fee described above.
- .3 The Design Services Fee includes any and all costs for taxes.
- .4 The Design Services Fee shall be allocated between the Design Phases and phases of the Work as described in the Design Fee Schedule included in Exhibit 5 hereof.
- .5 Exhibit 12 identifies the deduct and add alternates that Architect has agreed to provide and that the Authority may accept in its sole discretion.

- 5.2.2 Reimbursable Expenses are included in the Design Services Fee as described above.

Potential Reimbursable Expenses that are not included in the Design Services Fee are listed on Exhibit 5.

- 5.2.3 In regard to Reimbursable Expenses associated with Additional Services, no unreasonable Reimbursable Expenses will be approved. The following is a summary of possible Reimbursable Expenses that may be associated with Additional Services:

- .1 Expenses of printing, reproductions, postage and charges for delivery of the final Construction Documents, if requested by Authority; and
- .2 Expenses of transportation in connection with the Architect's personnel commuting to the Project location (distances greater than 100 miles); and
- .3 Costs of physical models developed specifically for the Project for purposes of marketing or promotion of the Project; and

- .4 Other reasonable expenses as may be agreed to from time to time in writing by the Authority.
 - .5 The Architect shall provide evidence satisfactory to the Authority to substantiate all claimed Reimbursable Expenses.
- 5.3 Design Fee Inclusive. The Authority and Architect acknowledge and agree that the Design Services Fee is intended to include all costs, fees, overhead and profit for completion of the Design Services in accordance with the requirements of this Design Services Agreement, and recognizing the intent of the Parties as described in **Subparagraph 1.2.2**. The Authority and Architect further acknowledge and agree that the Design Services Fee will not be adjusted for changes in the Program or Fixed Construction Budget set forth above, other than for Additional Services as described in **Paragraph 2.2** hereof.
- 5.4 Design Fee Adjustment. To the extent the Design Services Contract Time is changed materially for reasons that are the responsibility of the Authority, the amount of the Design Services Fee shall be equitably adjusted pursuant to this Paragraph. For purposes hereof, it is understood that no adjustment in the Design Services Contract Time will be made for reasons of failure by the Architect to complete the Design Services in accordance with the requirements of the Design Services Agreement. A material change in the Design Services Contract Time shall be a timeframe greater than six (6) months.

ARTICLE 6

TERMINATION AND SUSPENSION

- 6.1 Termination for Convenience. The Authority may, upon seven (7) days' written notice, terminate this Design Services Agreement for its convenience and without cause, in which case the Architect shall be entitled to that compensation earned under **Article 5** of this Design Services Agreement for (i) Design Services timely and properly performed through the date of termination, (ii) approved Additional Services performed through the date of termination, and (iii) Reimbursable Expenses incurred through the date of termination. Payments for such Design Services, Additional Services and Reimbursable Expenses shall be made in accordance with the provisions of **Article 5** above following the Authority's receipt of all Design Document Works pursuant to **Paragraph 1.3** above. In the event of such termination, Architect will not be entitled to any lost profits on the Project (or otherwise), consequential damages (or other damages), termination expenses, costs or any other compensation except as specifically provided in this **Paragraph 6.1**.
- 6.2 Suspension for Convenience. The Authority may, upon seven (7) days' written notice, suspend the Design Services under this Design Services Agreement, and the Architect agrees to resume the Design Services in accordance with the terms of this Design Services Agreement upon receipt of the Authority's subsequent written notice to resume. If any such suspension shall exceed one hundred twenty (120) consecutive days, the Authority shall pay to the Architect reasonable compensation for the Architect's actual, increased costs as a result of such suspension and the Architect shall not be entitled to any lost profits on the Project (or otherwise), consequential damages (or other damages), costs, expenses or any other compensation of any kind.
- 6.3 Termination for Cause. This Design Services Agreement may be terminated by either Party upon not less than thirty (30) days' prior written notice (i) should the other Party fail to make an undisputed payment under this Design Services Agreement, and such undisputed payment is not made prior to the expiry of such thirty (30) day notice period, or (ii) should the other Party fail substantially to perform its material obligations in conformance with the terms of this Design

Services Agreement through no fault of the Party initiating the termination and the other Party shall fail to cure such default prior to expiry of such thirty (30) day notice period. Any written notice of default shall state in reasonable detail the nature of the alleged default.

- 6.4 Architect Suspension for Non-Payment. The Architect may suspend performance of its Design Services under this Agreement upon not less than thirty (30) Business Days' prior written notice to the Authority in the event Authority fails to make an undisputed payment under this Design Services Agreement that is properly due and payable to the Architect unless such undisputed payments are made prior to expiry of such notice period.

ARTICLE 7

CHANGES IN THE WORK

7.1 Design Services

- 7.1.1 A Contract Revision related to the Design Services is a written order signed by the Authority and Architect, and issued after execution of this Design Services Agreement, authorizing a change in the Design Services. Costs to the Authority resulting from a change in the Design Services shall be determined in writing between the Authority and the Architect before issuance of any Contract Revision.
- 7.1.2 Notwithstanding Subparagraph 7.1.1, the Architect shall perform a requested change in Design Services without a Contract Revision if so directed even if the costs resulting from such change in Design Services cannot be agreed upon pending agreement on final terms of such Contract Revision

7.2 Regulatory Changes

- 7.2.1 In accordance with Paragraph 2.2, the Architect shall be compensated for changes in the Design Services necessitated by the enactment or revisions to Applicable Laws, which may be enacted from time to time after the completion of the Construction Documents but before Substantial Completion, but only to the extent that such changes materially increase the time and/or resources of the Architect as required to complete the Design Services. In such instances, if any, the Architect shall provide for Authority's review and approval, in writing, the justification for such Additional Services. It is understood and agreed by the Authority and Architect, that the Architect shall be responsible to include provisions for all Applicable Laws in effect at the time when a Design Document is issued and in the orderly and sequential progression of the Design Documents prepared by the Architect for the Project and to anticipate and plan for (to the extent possible) regulatory changes so as to avoid the impact of such changes described in this Subparagraph 7.2.1. Architect shall notify the SDC Group of any change in Applicable Laws before issuance of the Construction Documents.

ARTICLE 8

CORRECTION OF DESIGN DOCUMENTS

- 8.1 Correction of Errors. The Architect shall be responsible to promptly make corrections to the Design Documents when any Design Document is found to contain any errors or omissions by the Architect, Architect's employees or Subconsultants. All costs associated with corrections by Architect of the Design Documents and damages or delays associated with the Work or any work

of the Project Team found to have been caused by such errors and omissions of the Architect, Architect's employees or Subconsultants, shall be borne by the Architect.

- 8.2 Correction to Conform to Fixed Construction Budget. Subject to the limitations of Paragraph 2.3.5 of this Design Services Agreement, The Architect shall be responsible, at its sole expense, to make changes and corrections in the Drawings, Specifications and other Construction Documents provided by the Architect, when such Drawings, Specifications and other Construction Documents are determined by the Authority not to be in conformance with the Fixed Construction Budget for the Work and described in Subparagraph 2.1.3.4 hereof. Without limiting the generality of the foregoing, the Architect shall be responsible to complete any necessary redesign and engineering of the Work, at the Architect's expense, if the SDC Group determines through the completion of the Drawings, Specifications and other Construction Documents, that the Project design, as described in the Construction Documents, does not conform to the Fixed Construction Budget stated herein. For purposes of this Subparagraph 8.2, the Drawings, Specifications and other Construction Documents shall include the complete Construction Documents that are required by the SDC Group or Authority to establish the GMP with the Construction Manager and any applicable Trade Contractor for the completion of the Work.

ARTICLE 9

INSURANCE

9.1 Architect's Liability Insurance

- 9.1.1 Architect shall for the protection and benefit of the Authority, the Additional Insured Parties and the Architect, procure and maintain in full force and effect, at all times during the performance of the Architect's Design Services until final acceptance of the Architect's Design Services or for such duration as is otherwise required in this Design Services Agreement, with companies authorized to do business in Minnesota, which have a rating of not less than A:X in the most current edition of the Best's Key Rating Guide, or as otherwise acceptable to Authority, the insurance coverage and policies outlined herein for coverage limits at not less than the prescribed minimum liability limits set forth in this Paragraph 9.1.
- 9.1.2 Architect shall procure and maintain the following insurance coverages pursuant to this Paragraph 9.1:
1. Workers' Compensation and Employer's Liability Insurance:
 - A. Workers' Compensation including Occupational Disease Insurance and Borrowed Servants and Alternate Employees endorsements in accordance with Applicable Law, and including Temporary and Leased Workers.
 - B. Employer's Liability Insurance with minimum limits of \$2,000,000.
 2. General Liability Insurance:
 - A. Commercial General Liability – Limits
 - a. General Aggregate Limit - Per Project - \$5,000,000
(Other than Products Completed Operations)
 - b. Products/Completed Operations Aggregate - \$5,000,000
 - c. Each Occurrence Limit - \$5,000,000
 - d. Severability of interest
 - e. Such policy shall not exclude coverage for Explosion, Collapse and Underground ("XC&U") Hazards
 - f. Defense in addition to limits of liability
 - g. Broad Form Property Damage coverage
 - h. Operations within 50 feet of railroad
 - i. Definition of Bodily Injury to include Mental Injury and Mental Anguish

- j. Mobile Equipment coverage
- B. Commercial General Liability Coverage, on ISO form CG 00 01 04 or its equivalent, shall include:
 - a. Premises – Operations Liability
 - b. Occurrence Bodily Injury and Property Damage Liability
 - c. Independent Construction Managers Liability
 - d. Completed Operations (to be maintained for 12 years past project completion)
 - e. Products Liability
 - f. Blanket Contractual, including coverage for Architect’s obligations
 - g. Personal Injury Liability with Employment Exclusion deleted
 - h. Libel, slander, false arrest and invasion of privacy
 - i. Independent contractors
- 3. Automobile Liability, including all Owned, Non-owned, and Hired Vehicles with a \$2,000,000 Combined Single Limit.
- 4. Excess Liability with “drop down” feature and “pay on behalf of” wording, including dedicated limits for the Project of \$10,000,000 aggregate limit. Coverage must be at least Follow Form of the underlying General Liability, Auto Liability, Workers Compensation and Employers Liability.
- 5. Valuable papers insurance insuring all plans, designs, drawings, specifications and documents, including all electronic files, produced or used by Architect or any Subconsultants, as applicable and any of Authority’s documents in the care, custody or control of Architect or any Subconsultant in the amount of at least \$1,000,000.
- 6. Professional Liability (Errors & Omissions-Architect)

A. Architect’s Policy. Architect shall purchase professional liability errors and omissions insurance in accordance with the following: Professional Liability Errors and Omissions Insurance with limits of not less than Ten Million Dollars (\$10,000,000.00) including coverage for Architect’s indemnity obligations under Paragraph 11.1. If an excess policy is used to reach such limits, the excess policy shall be dedicated to the Project by endorsement to the Architect’s practice policy, and the excess policy shall be endorsed to be primary and non-contributory. Architect shall provide proof of such limits and the dedicated excess policy limit endorsement, if any, to the Authority prior to the commencement of the Design Services. Architect shall maintain this coverage in effect during the term of this Design Services Agreement, and for a period of twelve (12) years following final completion of the Project. Architect shall provide a written monthly report to Authority and Team of any and all claims made against this policy, or other material events which would affect coverage under such policy, during the period in which this policy is required to be maintained pursuant to this Agreement. Any retroactive date or prior acts exclusion shall pre-date the date of this Agreement and the date that any services were provided in connection with this Project. Architect shall procure such additional endorsements as the Authority may reasonably require.

B. Project Specific Policy. The Authority reserves the right to procure a project specific professional liability policy for the Project. Within five (5) days after delivery of a request from the Authority, Architect agrees to provide the following information respecting its professional liability insurance: (1) the policy renewal date; (2) the current policy limits; (3) the current deductible/self-insured retention; (4) the current underwriter; (5) information from Architect’s insurance agent that the issuer of the project specific professional liability policy may need to underwrite and provide said policy; (6) the cost of its professional liability insurance as a percent of revenue; (7) the affirmation that Architect will complete a project errors and omissions application in a timely fashion; and (8) any other information required in connection with the procurement of a project specific professional liability policy.

7. Subconsultants' Insurance

The Subconsultants shall comply with the insurance requirements set forth in Subsections 1-6 of this Subparagraph 9.1.2; provided that each Subconsultant's professional liability policy shall have limits not less than the limits identified on the submitted schedule attached as **Exhibit 3**. The Architect agrees that it will promptly make good faith efforts to identify qualified Subconsultants who can comply with the insurance provisions required of Architect pursuant to this Agreement. Architect agrees that it will contractually obligate its Subconsultants to promptly advise the Authority and Team of any changes or lapses of the requisite insurance coverages and Architect agrees to promptly advise the Authority and Team of same. The Architect assumes all responsibility for monitoring Subconsultant insurance certificates, endorsements and policies for compliance with the insurance provisions of this Agreement.

- 9.1.3 The costs of all insurance required under this **Paragraph 9.1**, including any deductibles, shall be included in the Architect's Fee.
- 9.1.4 All such insurance shall be written on an occurrence basis, except Professional Liability Coverage, which shall be written on a claims-made basis.
- 9.1.5 The Architect shall deliver to the Authority, within ten (10) days of the date of the Design Services Agreement and prior to personnel being 1) utilized in connection with the Project or the Design Services or 2) brought onto the Project site, certified copies of all insurance policies procured by the Architect under or pursuant to this **Paragraph 9.1** or, with consent of the Authority, other forms of documentation evidencing the required coverages with limits not less than those specified in this **Paragraph 9.1**. The Architect shall furnish or cause each of Architect's Subconsultants to furnish to the Authority certificates of the insurance policies required to be maintained by it prior to the commencement of its Services on the Project. The acceptance by the Authority of such policies or other documentation does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies are in compliance with the requirements.
- 9.1.6 The Authority and the Additional Insured Parties shall be named as additional insureds on Architect's and each Subconsultant's Commercial General Liability Policy, Commercial Automobile Policy and Umbrella/Excess Liability Policy obtained under or pursuant to this **Paragraph 9.1**. Each policy of insurance maintained by the Architect or Subconsultants shall, to the extent applicable to the particular coverage (a) provide that such insurance is primary insurance in regards to all other policies of insurance providing coverage to the Authority or the Additional Insured Parties; (b) provide that any other insurance maintained by the Authority or the Additional Insured Parties is excess and non-contributing insurance to that required herein; and (c) contain a "Cross-Liability" or "Severability of Interest" provision.
- 9.1.7 All policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given to the Authority and the Additional Insured Parties in the event of material alteration, cancellation, non-renewal or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance.
- 9.1.8 In no event shall any failure of the Authority to receive certified copies of policies and Certificates of Insurance required under this **Paragraph 9.1** or to demand receipt of such certified copies or certificates prior to the Architect commencing the Architect's Services be construed as a waiver by the Authority or the Additional Insured Parties of the Architect's obligations to obtain insurance pursuant to this **Paragraph 9.1**. The obligation to procure and maintain any insurance required by this **Paragraph 9.1** is a

separate responsibility of the Architect and independent of the duty to furnish a certified copy or certificate of such insurance policies.

- 9.1.9 If the Architect fails to purchase and maintain, or require to be purchased and maintained, any insurance required under this **Paragraph 9.1**, Authority may, but shall not be obligated to, upon five (5) days' written notice to the Architect, purchase such insurance on behalf of the Architect and shall be entitled to be reimbursed by the Architect upon demand and may offset any costs incurred in procuring such insurance against the Design Services Fee due to the Architect.
- 9.1.10 When any required insurance, due to the attainment of a normal expiration date or renewal date shall expire, the Architect shall supply the Authority, thirty (30) days prior to expiration, 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 9.1**. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Architect shall also furnish the Authority with a certified copy of the renewal or replacement policy unless the Authority, provide the Architect with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Authority and written by carriers acceptable to the Authority.
- 9.1.11 Any aggregate limit under the Architect's Commercial General Liability and Excess Liability insurance shall, by endorsement, apply to this Project separately.
- 9.1.12 The Architect shall cause each Subconsultant to (1) procure insurance reasonably satisfactory to the Authority and (2) name the Architect, Authority, and the Additional Insureds as additional insureds under the Subconsultant's Commercial General Liability, Commercial Automobile and Umbrella/Excess Liability policies. The additional insured endorsement included on the Subconsultant's aforementioned policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the Subconsultant. If the Additional Insureds have other insurance which is applicable to the Project, such other insurance shall be, for the purposes hereof, on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance
- 9.1.13 Architect shall assist and cooperate with Authority and each Additional Insured Party, as applicable, in every manner possible in connection with the adjustment of all insurance claims arising out of the performance of this Design Services Agreement and shall cooperate with the insurance carrier or carriers in litigated claims and demands, whether resulting in litigation, which the insurance carrier or carriers are called upon to adjust or resist. Architect shall assist, cooperate, participate and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of policies required herein, and in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
- 9.1.14 All policies, except for the Architect's Professional Liability Policy, shall be endorsed to provide a waiver of subrogation in favor of the Authority and the Indemnitees.
- 9.1.15 Insurance procured or maintained by Architect shall not reduce or limit Architect's contractual obligations or liabilities to Authority or any Additional insured for claims or suit which arise out of or are incident to the Architect's or Subconsultants' performance, acts or omissions.

9.1.16 The following parties (the “**Additional Insured Parties**”), their respective affiliates, directors, officers, direct and indirect affiliates, partners, members, owners, agents, employees, successors and assigns and other parties deemed appropriate from time to time by the Authority or Team, shall be named as additional insureds under the Architect’s insurance, except the Architect’s professional liability insurance and the Architect’s workers’ compensation insurance, including:

- .1 The Authority
- .2 The Team
- .3 The Construction Manager
- .4 The Lenders
- .5 Hammes Company Sports Development, Inc.
- .6 ICON Venue Group, Inc.
- .7 Other Persons as required from time to time by the Authority

9.1.17 The provisions of this **Paragraph 9.1** shall survive the completion of the Design Services or any termination of this Design Services Agreement.

9.2 Authority’s Insurance.

9.2.1 The Authority will purchase and maintain insurance as deemed appropriate by the Authority, in its sole discretion, for the Project.

ARTICLE 10

DISPUTE RESOLUTION

10.1 Dispute Resolution

10.1.1 Claims, disputes and other matters in question between the Parties to this Design Services Agreement or related to the Project or the Work and arising out of or relating to this Design Services Agreement, the Project or the Work shall be resolved in accordance with these dispute resolution procedures.

10.1.2 The Architect shall not in any way delay the progress of the Design Services or the Project, including the timely delivery of Drawings, Specifications and other Construction Documents as a result of Claims or disputes that may arise on the Project.

10.1.3 This **Article 10** shall survive completion of the Work or any termination, suspension or expiration of this Design Services Agreement. This **Subparagraph 10.1.3** shall not be deemed a waiver of the applicable statute of limitations or statute of repose under Applicable Laws.

10.2 Definition of Claim and Step Negotiations

10.2.1 Architect and Authority agree to cooperate in resolving any claims, controversies, or disputes (collectively, “Claim”) that may arise out of or relate to the Design Services Agreement, the breach thereof, or the Work. Architect shall continue to diligently provide its services pending final resolution or determination thereof, unless requested to suspend the Design Services pursuant to Paragraph 6.2 of this Design Services Agreement, provided that the payments continue to be made to Architect as provided herein for all Design Services or Additional Services not subject to a Claim.

- 10.2.2 The parties expressly agree and acknowledge that Design Services and Additional Services, as the case may be, will not be stopped or slowed in any way during the pendency of any Claim; provided that all monies earned by Architect for Design Services or Additional Services not in dispute are timely paid pursuant to the Design Services Agreement.
- 10.2.3 Architect and the Authority will first attempt to resolve Claims at the field level through discussions between the Authority's Project Representative and the Architect's Project Manager. If a Claim cannot be resolved through Architect's Project Manager and the Authority's Project Representative, then Architect's Principal and the SDC Group on behalf of the Authority, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such Claim. Prior to any meetings between the parties, the Parties will exchange relevant information that will assist the Parties in resolving their Claim. If after meeting, the Architect's Principal and the SDC Group determine that the Claim cannot be resolved on terms satisfactory to both Parties, the Parties shall submit the Claim to mediation as set forth in **Exhibit 10**, the General Conditions. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three (3) Business Days' notice of such intention and may also be accompanied by an attorney.
- 10.2.4 All Claims not resolved pursuant to this Paragraph shall be resolved pursuant to Paragraphs 6.2 to 6.4 of the General Conditions.

ARTICLE 11

INDEMNIFICATION

- 11.1 Architect's Indemnification Obligations. Architect hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Authority and all Indemnitees from and against claims, damages (including, but not limited to, attorneys' fees incurred by the Indemnitees in their defense and to enforce this Paragraph), liabilities, losses and expenses, , arising out of or resulting from performance of the Design Services, to the extent in whole or in part caused by the (i) negligent acts, willful misconduct, errors or omissions of the Architect, Architect's employees, Subconsultants or anyone for whom the Architect is legally liable in the performance of the Design Services under the Design Services Agreement, whether arising before or after completion of the Design Services caused by, arising out of, resulting from or occurring in connection with the performance of the Design Services or any activity associated with the Design Services, from any activity of the Architect, Architect's employees, its Subconsultants or their agents or employees at the Stadium Site or elsewhere whether in part caused by the active or passive negligence or other fault of a party indemnified excepting only personnel injury to person or damage to property caused by the negligence of a party indemnified hereunder, or (ii) breach of the Design Services Agreement by the Architect. Further, if an Indemnitee's potential liability for a claim is based on an alleged act, error or omission of Architect that is covered by any insurance other than Architect's professional liability insurance, then Architect shall defend the Indemnitee with counsel of the Indemnitee's choice. In the case of claims by any employee of the Architect, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this **Paragraph 11.1** shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Architect under workers' compensation acts or disability benefit. 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 **Paragraph 11.1**. Consistent with Subparagraph 9.1.15 of this Agreement, the Architect acknowledges and agrees the indemnity obligations of the Architect hereunder are not limited by the limits of insurance coverage chosen to be carried by the Architect.

11.2 The terms and provisions of this **Article 11** shall survive the expiration, suspension or termination of this Design Services Agreement.

ARTICLE 12

OTHER PROVISIONS

12.1 Nondiscrimination

The Architect shall not discriminate against any of its Subconsultants, employees or applicants for employment or subcontracting because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. This provision shall include the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and subcontracting. The Architect shall include the provisions of this **Paragraph 12.1** in all contracts issued in connection with the Design Services hereunder, as modified in such contracts to reflect that the Subconsultants and other parties in such contracts are subject to the same nondiscrimination, equal opportunity and affirmative action obligations to which the Architect is subject under this Design Services Agreement. The Architect shall require all of the foregoing Subconsultants and other Persons in contract with the Architect to include the same, modified nondiscrimination, equal opportunity and affirmative action obligation provisions in each and every contract that the Subconsultants and other Persons enter into in connection with the Design Services hereunder.

12.2 Successors and Assigns

The Authority and Architect each bind themselves, their partners, successors, permitted assigns, and legal representatives to the other Party to this Design Services Agreement and to the partners, successors, permitted assigns, and legal representatives of such other Party with respect to covenants of this Design Services Agreement.

12.3 Assignment

The Architect shall not assign this Design Services Agreement, in whole or in part, or its rights or obligations under this Design Services Agreement, in whole or in part. The Authority may sell, assign, hypothecate, pledge or otherwise transfer or dispose of all or a portion of the Project or its rights under this Design Services Agreement in its sole discretion, without the consent of the Architect. The Architect shall execute all consents reasonably required to facilitate such assignment. The Authority may assign its rights and obligations hereunder to a Lender, if any, and the Architect agrees to enter into agreements with such Lender pursuant to which, at such Lender's request, the Architect will complete the Design Services upon appropriate provision for payment of the balance of the payments due the Architect. The Architect acknowledges and agrees that the Team is a third party beneficiary under this Design Services Agreement, and that the Authority may assign all or any portion of this Design Services Agreement or its rights hereunder to the Team. The Architect acknowledges and agrees that the Authority may assign all or any portion of this Design Services Agreement or its rights hereunder to the Construction Manager or such other Person as the Authority, in its sole discretion, sees fit. Any Person which shall succeed to all or a portion of this Design Services Agreement or the rights of the Authority hereunder shall be entitled to enforce all or such portion of this Design Services Agreement or its rights hereunder.

In the event of an assignment, Architect shall look solely to the assignee, after the date of the assignment, for performance of the Authority's duties so assigned including without limitation the duty to make payments to Architect.

12.4 Third Party Rights

The Authority and the Architect hereby expressly acknowledge and agree that each of the Indemnitees is an intended third party beneficiary of the specific provisions of this Design Services Agreement where the Indemnitees are mentioned. Nothing contained herein shall be deemed to give any third party, other than the Indemnitees, any claim or right of action against Authority or Architect that does not otherwise exist without regard to this Agreement.

12.5 Governing Law, Venue and Jurisdiction

This Design Services Agreement shall be construed in accordance with the laws of the State of Minnesota. Each Party to this Design Services Agreement (i) agrees that except for those Claims or disputes which are subject to the dispute resolution requirements set forth in **Article 10** hereof, any suit, action or other legal proceeding arising out of this Design Services Agreement or any related agreements or any of the transactions contemplated hereby or thereby shall be brought in the courts of the State of Minnesota, Fourth Judicial District, Hennepin County District Court; (ii) consents to the jurisdiction of such court in any such suit, action or proceeding; and (ii) waives any objection which it may have to the venue of any such suit, action or proceeding in such court.

12.6 Hiring and Employment Principles

The Architect shall be required to comply with the requirements of the Hiring and Employment Principles attached hereto as **Exhibit 8**.

12.7 Project Staffing

All staff used by the Architect in the performance of the Design Services shall be qualified by training and experience to perform their assigned tasks. The Architect shall submit, for the Authority's approval, a staffing proposal for the Project, complete with job description, names and previous experience of all design personnel. The Architect shall provide staffing for the Project at the minimum levels not less than those set forth in **Exhibit 7** attached hereto. The Key Personnel of Architect listed on **Exhibit 7** shall not be removed from the Project by Architect (nor their responsibilities on the Project reduced) without the prior approval of the Authority, which approval may be granted or withheld in the Authority's sole and absolute discretion. In the event any of the Key Personnel named on **Exhibit 7**, for reasons beyond the control of Architect, either cease to be employed by Architect or are otherwise unable to perform their duties with respect to the Project, comparably qualified replacements for such personnel shall be offered by Architect and such replacements shall be subject to approval by the Authority in its sole and absolute discretion. The Architect shall replace any of the Key Personnel or other individuals employed by the Architect or Architect's Subconsultants who are assigned to the Project upon request by the Authority that such personnel be replaced.

12.8 No Agency

The Architect expressly acknowledges that it is an independent contractor and that it is not the representative or agent of the Authority or Team. Nothing contained in this Design Services Agreement shall be construed as constituting a joint venture or partnership between the Architect and the Authority or Team. The Architect shall have the authority to act on behalf of the Authority only to the extent expressly provided in this Design Services Agreement unless otherwise modified by a subsequent written instrument. Under no circumstances shall Architect contract, negotiate or make commitments concerning the Project with any Governmental

Authority or other authority with jurisdiction over the Project without the Authority's prior written authorization. Architect shall not order or direct any corrective work on the Project without the Authority's written authorization. The Architect is not authorized to act on the Authority's behalf, and shall not act on the Authority's behalf, in such a manner as to result in change(s) to (i) the cost or compensation to be paid the Construction Manager or other Persons, or (ii) the time for completing any portion of the Design Services or the Work as required and agreed to in this Design Services Agreement or the Contract Documents, or (iii) the scope of the Design Services or the Work, unless such representation is specifically provided for, set forth and authorized in this Design Services Agreement. The Authority will not assume, accept or ratify any obligation, commitment, responsibility or liability which may result from representation by the Architect not specifically provided for and authorized as stated in this Design Services Agreement.

12.9 Confidentiality

The Architect shall keep strictly confidential all Confidential Information concerning and relating to the Project, in accordance with the requirements set forth in **Paragraph 1.5** of the General Conditions. The Architect, its officers, agents, owners, partners, employees, volunteers and Subconsultants 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 Architect 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 Architect or the officers, agents, owners, partners, employees, volunteers, assignees or Subconsultants of the Architect, or other noncompliance with the requirements of this **Paragraph 12.9**. The Architect agrees to promptly notify the Authority and Team if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this **Paragraph 12.9** shall survive the cancellation, suspension or termination of this Design Services Agreement

12.10 Authority Immunity and Limitations on Liability

Immunity. Nothing contained in this Design Services Agreement, including any insurance required under this Design Services Agreement or otherwise carried by the Authority or Team, shall in any way affect or impair the Authority's immunity or the immunity of the Authority's employees or Consultants or independent contractors, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity or otherwise. Nothing contained in this Design Services Agreement, including but not limited to any insurance required under this Design Services Agreement or otherwise carried by the Authority or Team shall in any way affect or impair the limitations on the Authority's liability or the liability of the Authority's employees or Consultants or independent contractors, set forth in Minnesota Statutes Chapter 466. By entering into this Design Services Agreement, the Authority does not waive any rights, protections or limitations provided for the Authority or its employees or consultants or independent contractors under the various rules of governmental immunity, Minnesota Statutes Chapter 466 or other Applicable Laws.

Governmental Entity and Team Exculpatory Provision. The Architect acknowledges and agrees that this Design Services Agreement imposes no contractual obligations upon the State of Minnesota, County of Hennepin, or City of Minneapolis (individually, a "Governmental Body" and collectively, the "Governmental Bodies"), and will do so only if a Governmental Body expressly assumes in writing the obligations of the Authority under this Design Services Agreement. If a default or breach under this Design Services Agreement occurs, of any kind or nature whatsoever, the Architect agrees that it will not look to any of the Governmental Bodies, and will look solely to the Authority (or its successors or assigns), at the time of the default or breach for remedy or relief. No member, officer, employee, agent, independent contractor, or consultant of the Governmental Bodies will be liable to the Architect, or any successor-in-interest to Architect, in the event of any such default or breach.

12.11 Authority

Architect represents and warrants that it has full power and authority to enter into this Design Service Agreement and the Persons signing on behalf of Architect are authorized to do so.

12.12 Counterparts

This Design Services Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12.13 Entire Agreement

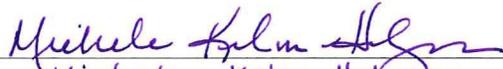
This Design Services Agreement, along with the General Conditions and Contract Documents, represent the entire agreement between the Authority and Architect and supersede any prior negotiations, representations or agreements. This Design Services Agreement may be amended only by written instrument signed and delivered by both the Authority and Architect.

[SIGNATURE PAGE(S) TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS DESIGN SERVICES AGREEMENT is entered into as of the day and year first written above.

MINNESOTA SPORTS FACILITIES AUTHORITY


By: Michele Kelm-Helgen

Title: chair


By: TED MONAGLE

Title: CEO/ED

HKS, Inc.


By: John M. Hutchings

Title: Sr. Vice President

EXHIBIT LIST

- | | |
|------------|--|
| Exhibit 1 | Description of Designated Services for Architecture/Engineering Services |
| Exhibit 2 | Additional Services |
| Exhibit 3 | Subconsultants' Professional Liability Insurance |
| Exhibit 4 | Architect's Application for Payment |
| Exhibit 5 | Architect's Design Services Fee Schedule |
| Exhibit 6 | Architect's Insurance |
| Exhibit 7 | Project Staffing Chart |
| Exhibit 8 | Hiring and Employment Principles |
| Exhibit 9 | Minimum Design Standards |
| Exhibit 10 | General Conditions |
| Exhibit 11 | Architect Approved Subconsultants |
| Exhibit 12 | Alternate Design Services |

EXHIBIT 1

DESCRIPTION OF DESIGNATED SERVICES
for
ARCHITECTURE / ENGINEERING SERVICES

DESIGNATED SERVICES

The Architect shall be responsible to complete, manage and coordinate the completion of all actions, information, documents and/or services related to the design of the Project as outlined in this **Exhibit 1** (the “**Scope of Services**”).

The Architect acknowledges and agrees that the purpose and intent of the Design Services Agreement and the Scope of Services is to establish a comprehensive and complete description of the Work to be completed by the Architect.

The Scope of Services for the Architectural Design / Engineering for the Stadium and Stadium Infrastructure are described below:

DESCRIPTIONS OF DESIGNATED SERVICES

PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

- .01 Project Administration** services consisting of administrative functions including:
- .01 Consultation
 - .02 Research
 - .03 Conferences
 - .04 Communications
 - .05 Travel time
 - .06 Progress reports
 - .07 Meeting correspondence (e.g. minutes, reports, agendas, etc.)
 - .08 Direction of the work of in-house architectural personnel
 - .09 Direction of the work of architectural and engineering personnel for the Project employed by the Architect and/or Subconsultants for the Project. The Architect will be responsible for the performance of any and all Subconsultants employed by the Architect (or the Authority or the Team) for the Project
 - .10 Coordination of the Scope of Work with the Authority, Team, Design Team and other third parties as identified by the SDC Group.
 - .11 Management and maintenance of a Project Website, including an electronic drawing file system and file transfer protocol (FTP) website for the purpose of sharing design information among the Authority, the Team, the SDC Group and any parties under contract to the Authority, the Team and also the Design Team, construction contractor and all Subcontractors (“the Project Team”).
- .02 Disciplines Coordination / Document Checking** consisting of:
- .01 Coordination between the architectural work and the work of engineering and other disciplines involved in the Project.
 - .02 Review and checking of documents among and between the Design Team and other consultants comprising the Project Team for clarity, consistency and completeness.
 - .03 The Architect shall provide a complete and coordinated set of Design Documents among and between the Project Team at the completion of each phase of the design process (e.g. conceptual, schematic, design development, construction documents, as-builts, etc.), and at interim intervals if required by the Authority and Team. The Architect shall be responsible for any and all corrections or modifications required to provide a complete set of Contract Documents for each phase of the

- design process as deemed necessary by the SDC Group and as the Architect is directed by the Authority.
- .04 The Architect will be responsible to provide the Authority and all other Project Team with complete electronic Drawings and Specifications in a timely manner when requested to support the design process and construction of the Project at the end of each phase of work.
 - .05 The Architect is responsible to review all Drawings, Specifications and other deliverables prepared by its Subconsultants or other Consultants to avoid conflicts among and between building systems. The Architect is responsible to conduct continuous review and coordination of the Drawing, Specifications and other deliverables among all members of the Design Team. The Authority and Team place the highest degree of importance on the Design Team being able to provide complete and coordinated Drawings and Specifications during each phase of the design process.
 - .06 The Architect is responsible to review all Drawings, Specifications and other deliverables to confirm in accordance with the Standard of Care and Section .09.07 below that such deliverables are complete and consistent as required to construct the Project. Deliverables may be produced by any member of the Project Team or Consultants.
 - .07 The Architect and the Architect's Subconsultants will be responsible to provide_additional design and engineering details when required by members of the Project Team.

- .03 **Building Information Modeling.** The Project will be designed using Building Information Modeling ("BIM") as further enumerated in this Section .03 and the Architect shall use BIM applications and software to develop all Project designs. The Architect shall provide electronic three dimensional models and renderings from the BIM as reasonably requested by the SDC Group. Digital modeling information shall be provided by the Architect to the Project Team as a Contract Document for all structural steel design, MEP design, and structural concrete design, and as an informational model (but not a Contract Document) for other design elements including, but not limited to, architectural, site, civil, safety and security, controls, fire suppression and alarms, building automation and other systems. This includes relevant model element information to be used for future integration into the Authority's facilities management system. This may include, but is not limited to, hyperlinks to O&M manuals, preventative maintenance schedules, and analysis data.

The Architect shall develop all of the necessary and appropriate facility data (the "Facility Data") consisting of a set of intelligent elements (e.g., architectural and structural elements, mechanical, plumbing and electrical elements, etc.) for the BIM model (the "Model"). This Facility Data shall include all material definitions and attributes that are necessary for the Project design and construction. The Architect shall use the Model to derive accurate Construction Documents for structural steel design, MEP design and structural concrete design. All submitted BIM Models and associated Facility Data shall be fully compatible with Autodesk Revit 9.0 or higher. The Architect shall be responsible for updating the Model during the Design Development Phase, Construction Document Phase, and Construction Phase (including change orders, RFI and submissions). A read-only, coordinated model shall be delivered to the Construction Manager for pre-construction coordination services and as required during construction. Collaboration with the Construction Manager is of utmost importance and attendance (co-location or web teleconference) at periodic coordination meetings will be required.

- .01 The level of detail, Model content, information exchange format, and the party responsible for modeling and information input will be determined with consultation with the Architect during the Schematic Design Phase.
- .02 The Architect shall develop a project specific BIM Execution Plan ("BIM Plan") documenting the collaborative process in which BIM will be implemented throughout the lifecycle of the Project. The BIM Plan shall utilize the requirements identified herein and developed during the Conceptual Design Phase. It shall be submitted for approval by the SDC Group and written approval by the Authority prior to the Design Development Phase.
- .03 The following uses of BIM are required: design authoring, design reviews, 3D design coordination, energy analysis, building envelope analysis, and architectural renderings.
- .04 The Architect shall perform design and construction reviews at each submittal stage to test the Model to ensure the design intent has been followed and that there are no unintended elements in the Model.
- .05 The Architect shall locate conflicting spatial data in the Model where two elements are occupying the same space. Log hard interferences (e.g., mechanical vs. structural or mechanical vs. mechanical overlaps in the same location) and soft interferences, (e.g., conflicts regarding equipment clearance, service access, fireproofing, insulation) in a written report and resolve.

- .06 The Architect shall implement a process in which BIM software uses the model and energy attributes to determine the most effective engineering methods based on design specifications. To improve the energy consumption during lifecycle operations.
- .07 The Architect shall provide Submittals in compliance with BIM Plan to be developed during the Schematic Design Phase.
- .08 At each phase required by the BIM Plan, the Architect will provide the SDC Group with the following:
 - .01 The Model (Revit) and Facility Data (various).
 - .02 A 3-D interactive review format of the Model in Autodesk Navisworks, Adobe 3D PDF 7.0 (or later), or other format per BIM Plan requirements. The file format for reviews can change between Submittals.
 - .03 A list of all submitted files. The list should include a description, directory, and file name for each file submitted. For all CAD sheets, include the sheet title and sheet number. Identify files that have been produced from the submitted Model and Facility Data.
- .09 All costs associated with BIM, including model updates during construction, shall be included in the Design Services Fee. An as-built BIM model shall be submitted by the Architect to the Authority upon Final Completion of the Work for the agreed upon building systems listed in this Agreement. The BIM digital information is to be considered a Design Document Work and as such the ownership and rights thereto are governed by the terms of the Design Services Agreement.
- .04 Agency Consulting / Review / Approval services, including:**
 - .01 Authorities Having Jurisdiction consultations
 - .02 Research of critical applicable regulations
 - .03 Preparation of written and graphic explanatory materials
 - .04 Appearances on Authority's behalf at meetings including:
 - .01 City Agencies
 - .02 Planning boards
 - .03 County agencies
 - .04 Regional agencies
 - .05 State agencies
 - .06 Federal agencies
 - .07 Staff user organizations of the Authority and Team
 - .08 Community and neighborhood organizations
 - .09 Consumer interest organizations
 - .10 Environmental interest groups.
 - .11 Special needs user groups.
- .05 Coordination of Data Supplied by the Authority and/or Team, including:**
 - .01 Review and coordination of data furnished for the Project as a responsibility of the Authority and Team.
 - .02 Assistance in establishing user criteria
 - .03 Assistance in obtaining data, including, where applicable, documentation of existing conditions.
- .06 Schedule Development / Monitoring services, including:**
 - .01 The Authority in consultation with SDC Group will establish and maintain a Master Project Schedule for the Project. The Architect will be responsible to establish a Design Delivery Schedule for Architectural Design / Engineering Services, decision-making, and design documentation. The Architect shall be responsible to coordinate the Design Delivery Schedule with the corresponding Schedules of other members of the Project Team, subject to approval by the Authority. The Architect is the party that will be responsible for the timely delivery of the deliverables among all members of the Design Team, including Drawings, Specifications and other deliverables, in accordance with the Master Project Schedule.
 - .02 Review and update of previously established schedules during subsequent phases.
 - .03 The Architect shall be responsible to prepare weekly updates to the Design Delivery Schedule for review by the SDC Group. Any changes to the Design Delivery Schedule shall require the approval of the SDC Group and written approval of the Authority.
 - .04 The Architect shall be responsible to prepare and update weekly a list of decisions and information that is required by the Architect for the Project. This list shall provide the SDC Group with not less than fifteen (45) days to respond to requirements of the Architect. The SDC Group will provide the Architect with notice when such decisions or information cannot be provided within fifteen (15)

- days and the Architect will then propose any adjustments necessary to the Design Delivery Schedule.
- .05 The Architect will be responsible to coordinate the Design Delivery Schedule with the Master Project Schedule. The SDC Group shall resolve any conflicts between the Design Delivery Schedule and the Construction Schedule in accordance with the overall requirements of the Master Project Schedule. Decisions by the SDC Group involving coordination between the Design Delivery Schedule and Construction Schedule shall be issued by the Authority in writing and be final and binding on the Project Team.
 - .06 The Architect will be responsible to coordinate and manage bi-weekly production / discipline coordination meetings among and between the Architect's staff and the Architect's Subconsultants. During the Construction Documents Phase of the Project these meetings will occur on a weekly basis. These meetings are to be attended by each of the lead designers of the various design disciplines (structural, mechanical, electrical, etc.). The Architect will chair these meetings and should anticipate that the SDC Group will attend. The Architect will organize these meetings to keep the Design Team working in accordance with the requirements of the Design Services Agreement and the Master Project Schedule, especially, but not limited to: .01 Project Administration, .02 Disciplines Coordination, .05 Schedule Development / Monitoring and .08 Subconsultant Selection and Administration.
 - .07 **Presentation** services consisting of presentations and recommendations by the Architect to the following:
 - .01 Authority
 - .02 Team
 - .03 Building committee(s) as required
 - .04 Staff committee(s) as required
 - .05 User group(s) as required (i.e. specific staff user groups)
 - .06 Consultant(s).
 - .07 Financing entity (entities)
 - .08 Public and governmental bodies involved with the Project.
 - .08 **Meeting Documentation** services shall consist of the Architect preparing, maintaining and distributing meeting agendas and meeting minutes for all design meetings and other meetings. The Architect shall develop all meeting agendas and minutes for review and approval of the SDC Group prior to distribution to any members of the Project Team. The Architect shall be responsible to prepare and maintain a listing of all required decisions and information. The listing shall be maintained by the Architect and provided to the the SDC Group on a weekly basis.
 - .09 **Subconsultant Selection and Administration** services including:
 - .01 Establish procedures and documentation for the qualification and selection of Subconsultants for all phases of the Scope of Services.
 - .02 Provide a detailed summary and analysis of all Subconsultant proposals for review by the SDC Group.
 - .03 Negotiate and contract for Subconsultant services in accordance with the terms and conditions of the Design Services Agreement.
 - .04 Provide the SDC Group with copies of all proposed agreements by and between the Architect and the Subconsultants for approval by the SDC Group and written approval by the Authority. The proposed form of contract shall require any Subconsultant employed by the Architect to assume the same responsibilities for the applicable portion of the Design Services as the Architect has towards the Authority or the Team.
 - .05 Administer all contracts and agreements with the Subconsultants. Administer contracts and agreements with the Architect's Subconsultants except those Consultants who are contracted directly with the Authority or Team.
 - .06 The Architect will be directly responsible for the performance of all Architect's Subconsultants.
 - .07 The Authority and Team expect to directly contract with certain consultants, including, without limitation, the survey and geotechnical consultants (collectively "Authority's Consultants", "Team's Consultants" or "Consultants"). Although the Consultants shall be retained separately by the Authority or Team to advise the SDC Group and other members of the Project Team or to produce the design documents within the scope of their work, the Architect will, unless directed otherwise by the Authority, perform all the same duties and tasks as if the Consultants were under contract to the Architect, including the direction and coordination of the work of such Consultants to the extent ordinarily required to obtain and coordinate the Design Documents required within the scope of each Consultant; provided, however, that in all events the Authority and Team shall retain

all rights, obligations, and duties under such contracts and shall have the right to limit the Architect's authorization hereunder as to its respective Consultants. The parties agree that this paragraph shall govern all other provisions of this Design Services Agreement, and that it shall be unnecessary to distinguish between the responsibilities of the Architect and the Consultants in each individual reference in this Design Services Agreement. The foregoing notwithstanding, the Architect shall not be responsible for the Consultants' accuracy, internal coordination, or timeliness of delivery of services and documents.

.10 Sustainability Requirements

- .01 The Authority and Team have determined that the Project requires a LEED or Green Globes certification.
- .02 The Architect shall provide a Leadership in Environmental and Energy Design ("LEED") Accredited Professional to actively participate in the Project through all stages identified in the Agreement.
- .03 The Architect shall design, document, and assist the Construction Manager to administer construction of the Project in accordance with the current version of the LEED or Green Globes rating system for the purpose of achieving the certification goal established for the Project by the Authority and the Team.
- .04 Unless otherwise stipulated in this agreement, the Architect shall, with the assistance of the Construction Manager, register the Project with the Green Building Certification Institute ("GBCI") or Green Building Initiative ("GBI"), specify, collect, and review the required Submittals, certifications, reports, and other documentation and submit the collected Submittals, certifications, reports, and other documentation to the GBCI or GBI for the purpose of achieving the certification goal established by the Authority and Team.
- .05 The Architect shall perform parametric modeling and analysis of cost and benefits of sets of design features affecting Energy and Atmosphere credits. The Architect shall present this analysis to the SDC Group for approval and the Authority for written approval of the set of design parameters that support these target credits.
- .06 The Architect shall, with the assistance of the Construction Manager, summarize and maintain the targeted credits in a LEED or Green Globes checklist.
- .07 The Architect shall cooperate with the commissioning agent for the Project.
- .08 LEED or Green Globes registration and certification fees for the Project shall be directly paid by the Authority, unless included in this Agreement as a Reimbursable Expense allowance set forth in the Design Services Agreement or Construction Services Agreement.
- .09 The costs for the Architect's participation in the LEED or Green Globe certification process shall be included in its Design Services Fee and additional compensation shall not be permitted.

CONCEPTUAL DESIGN PHASE SERVICES

During the Conceptual Design Phase, the Architect shall provide, or begin to provide, the Services described in the following Sections .11 through .23. To the extent that any such Services are not completed during the Concept Design Phase, such Services shall continue into subsequent Phases.

.11 Programming services consisting of consultation to establish and document the following detailed requirements for the Project:

- .01 Design objectives, limitation and criteria
- .02 Development of initial gross facility areas and space requirements
- .03 Space relations
- .04 Number of functional responsibilities personnel
- .05 Flexibility and expandability
- .06 Special equipment and systems
- .07 Site requirements
- .08 Development of a preliminary budget for the Work based on programming and scheduling studies
- .09 Operating procedures
- .10 Identification of facility requirements
- .11 Security criteria
- .12 Communications relationships
- .13 FF&E requirement as required
- .14 Description of interior finishes
- .15 Project schedule.

- .16 Program definition to establish the broadest function and use of the Stadium to maximize revenue as a multi-purpose venue

- .12 **Program comparison** shall involve a comparative analysis of the design solutions for the Project to current standards of the National Football League (NFL), Major League Soccer (MLS) and other stadiums developed in the NFL and MLS over the past five (5) years; provided, however, that if Architect is prohibited by contract with a third party in regard to a particular facility, from providing said information, Architect will request permission from that third party to provide said information for the purpose of performing this comparative analysis. The comparison analysis shall include, without limitation:
 - .01 Sight line and section analysis
 - .02 Seating bowl configuration
 - .03 Gross area and net usable program requirements
 - .04 Team facility requirements
 - .05 Premium seating capacity and amenities
 - .06 Toilets and other public facilities
 - .07 ADA seating configuration
 - .08 Concessions and other points of sale (e.g. novelty, etc.)
 - .09 Parking requirements
 - .10 Specialty systems (e.g. scoreboards, etc.)
 - .11 Comparative sections to other NFL enclosed stadia, including analysis of seating bowl sections of the six other most recently completed NFL stadiums and any others as required by the SDC Group.
 - .12 Evaluation of symmetrical vs. asymmetrical seating bowl configurations
 - .13 Analysis of multi-purpose program requirements for enclosed stadia to evaluate and consider specific requirements to maximize use and program development of the Stadium.
 - .14 Evaluation of the program and technical requirements associated with a fixed roof versus a retractable feature. A retractable feature is an alternative design option to a fixed-roof stadium that would provide for an operable roof and/or other open air options for the Stadium. The Architect, together with the Construction Manager, and any Consultants deemed necessary or appropriate by the SDC Group and engaged by the Authority or Team to assist in making the analysis described under this section shall develop analyses of the Stadium and Stadium Infrastructure assuming (i) construction of the proposed Retractable Feature as part of the Minimum Design Standards and (ii) that the Minimum Design Standards do not include the proposed Retractable Feature. The models should attempt to illustrate as clearly as reasonably possible a comparison between the effects of inclusion of the Retractable Feature on the Project Budget, Master Project Schedule, projected capital repairs and improvements, and projected operating costs for the Stadium.
 - .15 Compare amenities and services against existing facilities within Minneapolis/St. Paul including Target Field, Target Center, Xcel Energy Center and TCF Stadium. Comparison will at a minimum include POS ratios, plumbing fixture ratios, concourse square footage ratios and sight lines.

- .13 **Space Schematics / Flow Diagrams** consisting of diagrammatic studies and pertinent descriptive text for:
 - .01 Conversion of programmed requirements to net area requirements
 - .02 Internal functions
 - .03 Human, vehicular and material flow patterns
 - .04 General space allocations
 - .05 Analysis of operating functions
 - .06 Adjacency relationships
 - .07 Special facilities and equipment
 - .08 Flexibility and expandability

- .14 **Sports Facilities Program Development** consisting of researching, evaluating, reviewing and planning for specific program requirements of a multi-purpose sports and entertainment facility, including, without limitation:
 - .01 Development of seating bowl geometry and sightline analysis
 - .02 Demographic market analysis to inform decisions regarding seating, suites, and other program features.
 - .03 Requirements and criteria for premium seating and suites
 - .04 Typical design approach for seating, including ADA details and seat count by sections (between aisles by level)

- .05 Operational requirements including multi-purpose functions for the Stadium. These shall include, but not be limited to amateur football, NCAA Division 1 baseball, amateur and professional soccer and amateur and professional lacrosse.
 - .06 Analysis of ADA criteria and requirements
 - .07 Analysis of field systems and requirements
 - .08 Analysis and research of special systems (i.e. scoreboards, sports lighting, food service, audio-visual, etc.)
 - .09 Team facility program and requirements
- .15 **Site Analysis and Selection** consisting of:
- .01 On-site observations
 - .02 Evaluation of movement systems, traffic and parking studies
 - .03 Topography analysis
 - .04 Assist with analysis of deed, zoning and other legal restrictions
 - .05 Overall site analysis and evaluation
- .16 **Site Development Planning** consisting of preliminary and final site analysis, and preparation and comparative evaluation of site development designs, based on:
- .01 Land utilization and evaluation
 - .02 Master planning to provide design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project but as future phases of development
 - .03 Structures placement
 - .04 Facilities development
 - .05 Development phasing
 - .06 Movement systems, circulation and parking
 - .07 Utilities systems
 - .08 Surface and subsurface conditions
 - .09 Ecological requirements
 - .10 Assist with analysis of deeds, zoning and other legal restrictions
 - .11 Landscape concepts and forms.
- .17 **Detailed Site Utilization Studies** consisting of detailed site analyses, based on the approved conceptual site development design, including:
- .01 Land utilization
 - .02 Structures placement
 - .03 Facilities development
 - .04 Development phasing
 - .05 Movement systems, circulation and parking
 - .06 Vehicular access to the field and loading dock
 - .07 Utilities systems
 - .08 Surface and subsurface conditions
 - .09 Review of soils report(s)
 - .10 Vegetation
 - .11 Slope analysis
 - .12 Ecological studies
 - .13 Assist with deeds, zoning and other legal restrictions
 - .14 Landscape forms and materials.
- .18 **On-Site Utility Studies** consisting of establishing requirements and preparing initial designs for on-site:
- .01 Electrical service and distribution
 - .02 Gas service and distribution
 - .03 Water supply and distribution
 - .04 Site drainage
 - .05 Sanitary sewer collection and disposal
 - .06 Process waste water treatment
 - .07 Storm water collection and disposal
 - .08 Central-plant mechanical systems
 - .09 Fire systems
 - .10 Emergency systems
 - .11 Security

- .12 Pollution control
- .13 Site illumination
- .14 Communications systems.

- .19 **Off-Site Utility Studies** consisting of:
 - .01 Confirmation of location, size and adequacy of utilities serving the Property
 - .02 Determination of requirements for connections to utilities
 - .03 Planning for off-site utility connections.
 - .04 Design of off-site utility connections.

- .20 **Environmental Studies and Reports** consisting of:
 - .01 Determination of need or requirements for environmental monitoring, assessment and/or impact statements and assist with the coordination and documentation of associated design documents as required by the Authority
 - .02 Ecological studies
 - .03 Attendance at public meetings and hearings
 - .04 Presentations to governing authorities as required.

- .21 **Zoning Processing Assistance** consisting of:
 - .01 Prepare and file applications for zoning, permits and other regulatory approvals
 - .02 Preparation of presentation materials
 - .03 Attendance at public meetings and hearings.

- .22 **Geotechnical Engineering** services, including, but not limited to:
 - .01 Coordination with Authority's Consultant regarding test borings, test pits, determinations of soil bearing values and locations, percolation tests, evaluation of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, if any, and provided by the Authority.
 - .02 Include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restriction, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information shall be referenced to a project benchmark.

- .23 **Conceptual Design**
 - .01 Development of Conceptual Design Documents illustrating the site plan, configuration, scale and relationship of the Stadium and Stadium Infrastructure, including the following:
 - .01 Site analysis and conceptual site plan for the Project
 - .02 A configuration for the Project, including, but not limited to, requirements for seating, concourses, suites, club seats, other premium spaces, offices, retail space, practice facilities, meeting spaces and restaurants, concessions, food court areas, parking and facility operations;
 - .03 The key requirements of Applicable Laws and the NFL Rules with respect to the design and construction of the Project and the key requirements of Governmental Authorities and community groups having a special interest in the Project;
 - .04 A proposed approval process for obtaining the Governmental Approvals for the Project;
 - .05 Conceptual floor plans and massing studies for the Project; and
 - .06 A massing model for the Project.

ARCHITECTURAL AND ENGINEERING SERVICES SUBSEQUENT PHASES

- .24 **Architectural Design / Documentation:**
 - .01 During the Schematic Design Phase, advancing the conceptual design by preparing:
 - .01 Review of initial program, budget and evaluation of the Minimum Design Standards
 - .02 Written detailed Program
 - .03 Schematic site and building plans
 - .04 Preliminary sections and elevations
 - .05 Preliminary selection of building systems and materials
 - .06 Dimensioned floor plans, elevations and sections

- .07 Development of approximate dimensions, areas and volumes
 - .08 Perspective sketch(es)
 - .09 Parameters for concert design, multiple sports and other multi-purpose functions or events to be accommodated in the Stadium
 - .10 Preliminary infrastructure and parking layout.
 - .11 Locating sufficient quantities of elevators and vertical transportation
 - .12 Identification of key conditions or details that are unique to the proposed Stadium
 - .13 An area by area square footage tabulation for the entire Stadium
 - .14 Research and prepare detailed studies for variances that may be required for building codes with governmental authorities having jurisdiction over the Project.
 - .15 Provide a detailed comparative analysis of the specific systems used in comparable stadia. Complete an analysis of comparative stadia and provide a detailed summary of these systems. Provide life-cycle cost benefit analysis to determine the most suitable systems for the Project.
 - .16 Coordination with any other required parties to complete the design.
- .02 During the Design Development Phase consisting of continued development and expansion of the approved architectural Schematic Design Documents and development of Specifications to establish the final scope, relationships, forms, size and appearance of the Project through:
- .01 Dimensioned plans, sections and elevations
 - .02 Typical construction details
 - .03 Three-dimensional sketch(es)
 - .04 Study model(s) as required
 - .05 Final materials selection
 - .06 Equipment layouts.
 - .07 Coordination with any other required parties to complete the design.
- .03 During the Construction Documents Phase consisting of preparation of Drawings and Specifications based on approved Design Development Documents setting forth in detail the architectural construction requirements for the Project.
- .04 The Architect is responsible for the coordination of all Drawings and Specifications (and all other related documentation) with all other members of the Project Team as required to provide a complete and coordinated set of Construction Documents required for the complete construction of the Project.
- .25 Structural Design / Documentation:**
- .01 During the Schematic Design Phase consisting of providing basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - .01 A predetermined structural system
 - .02 A comparative analysis of structural framing alternatives, including, concrete, steel, precast and composite systems.
 - .03 Establish preliminary weights, sizes, and reinforcing for development of budgets
 - .04 Prepare structural analysis and conceptual design documents to determine most economical structural systems(s) (i.e. composite vs. steel vs. precast concrete, etc)
 - .05 Prepare structural roof framing analysis and conceptual design documents to determine most economical structural framing systems(s).
 - .06 Provide a detailed structural analysis to determine cost benefits associated with fixed roof vs. Retractable Feature concepts
 - .07 Prepare conceptual designs of modifications required to existing structural systems. (i.e. revised foundations or modifications steel framing)
 - .08 Prepare analysis for structural accommodation of typical rigging, network aerial camera attachment and scoreboard supports.
 - .09 Coordination with the other Architect's Subconsultants and with the Consultants.
 - .02 During the Design Development Phase consisting of continued development of the specific structural systems(s) and Schematic Design Documents and development of Specifications in sufficient detail to establish
 - .01 Final structural design criteria and layout
 - .02 Foundation design criteria and layout

- .03 Preliminary sizing of major structural components
 - .04 Critical coordination clearances
 - .05 Specifications or materials lists
 - .06 Establish weights, sizes and reinforcing requirements for structural elements
 - .07 Prepare framing sections
 - .08 Scoreboard and other rigging requirements
 - .09 Preliminary layout and sizing of catwalk system(s).
 - .10 Prepare specification for any special coatings.
 - .11 Establish allowances for weights of connections.
 - .12 Prepare specifications for shop coatings of structural steel.
 - .13 Prepare documentation as may be required to support the procurement of long-lead structural materials
 - .14 Coordination with any other required parties to complete the design.
- .03 During the Construction Documents Phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the structural construction requirements for the Project.
- .01 Architect or Architect's Structural Engineering Consultant shall prepare connection configuration details for all structural steel systems. Connection details will be developed during the Construction Documents Phase in sufficient detail to establish specific design criteria, load calculations and erection sequence requirements to delegate completion of connections by steel fabricator's connection engineer.
 - .02 Architect or Architect's Structural engineering Consultant shall prepare connection concepts for all exterior wall panel precast systems to tie back to the structure. Connection details will be developed during the Construction Document Phase in sufficient detail to establish specific design criteria, load calculations and erection requirements.
 - .03 Prepare all structural load calculations as required to establish a complete structural design for the Project.
 - .04 Coordination of all Drawings and Specifications with any other members of the Project Team as required to provide a complete and coordinated set of Construction Documents required for the complete construction of the Project.
- .26 Mechanical Design / Documentation:**
- .01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
- .01 Energy source(s)
 - .02 Energy conservation
 - .03 Heating and ventilating
 - .04 Air conditioning
 - .05 Plumbing
 - .06 Fire protection and smoke control
 - .07 Snowmelt systems
 - .08 Food service
 - .09 General space requirements
 - .10 Building management systems and controls
 - .11 Coordination with any other required parties to complete the design.
 - .12 Approximate equipment sizes and capacities
 - .13 General equipment layouts for major systems
 - .14 Provide a detailed comparative analysis of the specific systems and sizes of equipment used in comparable stadia. Complete an analysis of load requirements for comparative stadia and provide a detailed summary of the utility usage and efficiency associated with these systems. Provide life-cycle cost benefit analysis to determine the most suitable systems for the Project.
- .02 During the Design Development Phase consisting of continued development and expansion of the approved mechanical Schematic Design Documents and development of Specifications or materials lists to establish:
- .01 Approximate equipment sizes and capacities
 - .02 Preliminary equipment layouts
 - .03 Required space for equipment

- .04 Required chases and clearances
 - .05 Acoustical and vibration control
 - .06 Requirements for special systems
 - .07 Visual impacts
 - .08 Energy conservation measures
 - .09 Prepare documentation as may be required to support the procurement of long-lead mechanical equipment and materials
 - .10 Coordination with any other required parties to complete the design.
- .03 During the Construction Documents Phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the mechanical construction requirements for the Project.
 - .04 Coordination of all Drawings and Specifications with any other members of the Project Team as required to provide a complete and coordinated set of Construction Documents required for the complete construction of the Project

.27 Electrical Design / Documentation

- .01 During the Schematic Design Phase consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:
 - .01 Power service and distribution
 - .02 Lighting
 - .03 Telephones
 - .04 Fire detection and alarms
 - .05 Security systems
 - .06 Electronic communications
 - .07 Special electrical systems (i.e. A/V, CATV, IPTV, scoreboard, broadcast cabling, sports lighting, satellite uplink, lightning protection, information technology systems, security stems, Hi density wifi, neutral host Distributed Antenna System, etc.)
 - .08 General space requirements.
 - .09 Coordination with any other required parties to complete the design.
 - .10 Criteria for lighting, electrical and communications systems
 - .11 Sizes and capacities of major components
 - .12 Provide a detailed comparative analysis of the specific systems and sizes of equipment used in comparable stadia. Complete an analysis of load requirements for comparative stadia and provide a detailed summary of the utility usage and efficiency associated with these systems. Provide life-cycle cost benefit analysis to determine the most suitable systems for the Project.
- .02 During the Design Development Phase consisting of continued development and expansion of the approved electrical Schematic Design Documents and development of Specifications or materials lists to establish:
 - .01 Criteria for lighting, electrical and communications systems
 - .02 Approximate sizes and capacities of major components
 - .03 Preliminary equipment layouts
 - .04 Required space for equipment
 - .05 Required chases and clearances
 - .06 Prepare documentation as may be required to support the procurement of long-lead electrical equipment and materials
 - .07 Coordination with any other required parties to complete the design.
- .03 During the Construction Documents Phase consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the electrical construction requirements for the Project.
- .04 Coordination of all Drawings and Specifications with any other members of the Project Team as required to provide a complete and coordinated set of Construction Documents required for the complete construction of the Project

- .28 Civil Design / Documentation:**
- .01 During the Schematic Design Phase consisting of consideration of alternate materials and systems and development of conceptual design solutions, as required, for:
 - .01 On-site utility systems
 - .02 Fire protection systems
 - .03 Drainage systems
 - .04 Paving
 - .05 Preliminary grades
 - .06 Coordination with any other required parties to complete the design.
 - .02 During the Schematic Design Phase meet with local authorities having jurisdiction and utility providers in developing alternative routing of systems and development of design solutions, as required for:
 - .01 Sanitary sewer systems
 - .02 Storm sewer systems
 - .03 Storm water retainage
 - .03 During the Design Development Phase consisting of continued development and expansion of the approved civil Schematic Design Documents and development of Specifications or materials lists to establish the final scope of and preliminary details for on-site and off-site engineering work
 - .04 During the Construction Documents Phase consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the Project.
- .29 Landscape Design / Documentation:**
- .01 During the Schematic Design Phase consisting of consideration of alternate materials, systems and equipment and development of conceptual design solutions for land forms, lawns and plantings based on program requirements as required, physical site characteristics, design objectives and environmental determinants.
 - .02 During the Design Development Phase consisting of continued development and expansion of landscape Schematic Design Documents and development of Specifications or materials lists to establish final scope and preliminary details for landscape work
 - .03 During the Construction Documents Phase consisting of preparation of final landscaping design calculations, Drawings and Specifications based on approved Design Development Documents, setting forth in detail the landscaping construction requirements for the Project.
- .30 Interior Design / Documentation:**
- .01 During the Schematic Design Phase consisting of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
 - .01 Partition locations
 - .02 Partition type (light gauge framing, masonry, FF&E etc.)
 - .03 Conceptual signage and graphic designs
 - .04 Furniture and equipment layouts as reasonably required
 - .05 Types and qualities of finishes and materials for furniture, furnishings and equipment as .01 required.
 - .06 Coordination with any other required parties to complete the design during the normal design process, including sponsor(s) that may be involved in designing or supplying products, materials or services for sponsored zones.
 - .02 During the Design Development Phase consisting of development and expansion of interior Schematic Design Documents and development of Specifications or materials lists to establish final scope and preliminary details relative to:
 - .01 Interior construction of the Project
 - .02 Special interior design features

- .03 Wall section profiles for all types of interior partitions including soffit and other section details
 - .04 Typical room and wall elevations
 - .05 Detailed room and wall elevations for all areas that are not “typical”
 - .06 Furniture, furnishings and equipment selections as required
 - .07 Signage and graphics designs
 - .08 Materials, finishes and colors.
 - .09 Coordination with any other required parties to complete the design during the normal design process, including sponsor(s) that may be involved in designing or supplying products, materials or services for sponsored zones.
- .03 During the Construction Documents Phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth in detail the requirements for the interior construction and for furnishings, fixtures and equipment as required for the Project.
- .31 Life Safety Systems:**
- .01 During the Schematic Design perform research and prepare and present a life safety concept analysis that will document in the applicable discipline above the Project requirements including the items listed below as may be required by governmental authorities having jurisdiction over the Project.
 - .01 Construction type
 - .02 Requirement for automatic sprinklers
 - .03 Requirement for standpipe system
 - .04 Requirement for fire alarm/detection systems
 - .05 Requirements for occupancy separation
 - .06 Exit system criteria
 - .07 Interior finish criteria
 - .08 Emergency lighting requirements
 - .09 Emergency power requirements
 - .10 Mechanical and electrical system features specifically related to fire protection such as fire dampers, smoke control, elevator recall and hoistway venting;
 - .11 Safety glazing criteria.
 - .02 Identify requirements which require clarification or can be approached utilizing an equivalency concept with the goal of achieving equal or superior life safety for the Project while obtaining greater flexibility or cost savings
 - .03 Document areas to be sprinklered and provided with smoke control.
 - .04 Prepare graphic material which aids in illustrating the proposed fire protection concepts
 - .05 Solicit approval of any large issues that will affect design or that cannot be priced as an alternates
 - .06 During the Construction Documents Phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth in detail the requirements for all life safety systems and equipment as required for the Project.
- .32 Tenant-Related Services** consisting of design and documentation services for the occupants of the Project relating to:
- .01 Space planning, partition and furnishings locations, and furniture and equipment layouts
 - .02 Material and color selections and coordination
 - .03 Adaptation of mechanical, electrical and other building systems to meet tenant needs
 - .04 During the Construction Documents Phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth in detail the requirements for the interior construction and for furnishings, fixtures and equipment as required for the Project including all tenant related areas.
- .33 Graphic Design** services consisting of:
- .01 Design and selection of interior and exterior signs and identifying symbols
 - .01 Exterior Site Signage
 - .02 Interior Building Signage
 - .03 Wayfinding Graphics
 - .04 Exterior Building Signage
 - .02 Sponsorship and activation areas
 - .03 Material and color selections and coordination

- .04 Preparation of Drawings and Specifications and bidding documents
 - .05 Review of requirements for conformance, clarity and completeness with the Construction Documents
- .34 Food Service Equipment** services consisting of providing the Drawings and Specifications for the procurement and installation of food service equipment in all concession and food service related areas:
- .01 Preparation of Drawings and Specifications and bidding documents
 - .02 Identification of and MEP design for portable stand locations
 - .03 Review of requirements for conformance, clarity and completeness with the Construction Documents
 - .04 During the Construction Documents Phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth in detail the requirements for the food service equipment, fixtures and all connection details as required for the Project.
- .35 Furniture, Furnishings and Equipment Services** consisting of providing the Drawings and Specifications for the procurement and installation of furnishings, fixtures and equipment:
- .01 Preparation of Drawings and Specifications and bidding documents
 - .02 Review of requirements for conformance, clarity and completeness with the Construction Documents
- .36 Special Design / Documentation, including:**
- .01 During the Schematic Design provide design services consisting of development and documentation of space allocation and utilization plans based on functional relationships, consideration of alternate materials, design requirements, systems and equipment for the development of Schematic Design solutions in coordination with architectural, structural, mechanical, electrical, civil and other design documents for the following specialty systems:
 - .01 Food Service
 - .02 Elevators and vertical transportation systems
 - .03 Seating systems
 - .04 Security
 - .05 Life safety systems
 - .06 Graphics and signage
 - .07 Audio-visual, sound systems and broadcasting
 - .08 MATV – Master Antenna Television System
 - .09 Scoreboards and scoreboard control room
 - .10 Acoustical Design
 - .11 Sponsorship and activation areas
 - .12 Team Store design including retail furnishings and fixtures
 - .13 Team Hall of Fame design including exhibits and interactive displays
 - .14 Restaurant
 - .15 Furniture, Fixtures and Equipment
 - .02 Preparation and coordination of special conceptual Drawings and Specifications for obtaining bids or prices on alternate subdivisions of the Work.
 - .03 During the Design Development Phase, continued development and expansion of Special Systems Documents and development of Specifications or materials lists to establish final scope and preliminary details relative to:
 - .01 Approximate equipment sizes and capacities
 - .02 Preliminary equipment layouts.
 - .03 Required space for equipment.
 - .04 Required chases and clearances.
 - .05 Acoustical and vibration control.
 - .06 Visual impacts.
 - .07 Energy conservation measures.
 - .08 Coordination with any other required parties to complete the design.
 - .04 During the Construction Documents Phase, preparation of Drawings, Specifications and other documents based on approved Design Development Documents, setting forth in detail the requirements for the special designs as required for the Project.

- .37 Materials Research / Specifications:**
- .01 During the Schematic Design Phase consisting of:
 - .01 Identification of potential architectural materials, systems and equipment and their criteria and quality standards consistent with the conceptual design
 - .02 Investigation of availability and suitability of alternative architectural materials, systems and equipment
 - .03 Determine acoustical requirements and treatments
 - .04 Coordination of similar activities of other disciplines.
 - .05 Review and contribute information determined in the above activities to Notes of Clarification
 - .06 Coordination with any other parties required to complete the design.

 - .02 During the Design Development Phase consisting of activities by in-house architectural personnel in:
 - .01 Presentation of proposed General and Supplementary Conditions associated with the Construction Services Agreement
 - .02 Development of architectural Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards
 - .03 Coordination of similar activities of other disciplines
 - .04 Review and contribute information determined in the above activities to Notes of Clarification
 - .05 Production of design manual including design criteria and Specifications or materials lists.
 - .06 Completion of a fully coordinated set of Drawings and Specifications for the purpose of establishing the basis of the GMP with the Construction Manager
 - .07 Coordination with any other required parties to complete the design.

 - .03 During the Construction Documents Phase consisting of activities of in-house architectural personnel in:
 - .01 Assistance to the Authority and Construction Manager in development and preparation of bidding and procurement documents and information which describes the time, place and conditions of bidding, bidding forms, and the form(s) of Agreement between the Construction Manager, Subcontractors and Trade Contractors. A Trade Contractor is a person or entity who has a direct or indirect contract with the Authority to perform a portion of the work at the Project.
 - .02 Development, preparation and provide electronic copies of all documents required for bidding
 - .03 Development and preparation of architectural and engineering Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project
 - .04 Coordination of the development of Specifications by all other disciplines
 - .05 Compilation of the Drawings and Specifications as required by the Construction Manager for purposes of establishing the basis of the GMP with the Authority.
 - .06 Compilation of the Project Manual including General and Supplementary Conditions of the Construction Services Agreement, bidding and procurement information, Drawings and Specifications as required for a multiple bid-package construction procurement.
 - .07 Compilation and posting on the Project Website all published standards referenced in the Project Manual.
 - .08 All schedules of requirements (e.g. finish schedules, door schedules, panel schedules and equipment schedules) are to be provided in a non-modifiable format (i.e. .pdf) for record purposes, and also in a Microsoft excel format for use by the Project Team.
 - .09 All "live" design files (i.e. CADD or .dwg) are to be provided to Project Team members upon request, and approval of the Authority.
 - .10 Coordination with any other required parties to complete the design.

BIDDING OR NEGOTIATION SERVICES

- .38 Bidding Materials** consisting of the preparation of a complete set of Drawings and Specifications to be used by the Construction Manager to secure the GMP with the Authority for the complete construction of the Project, including:
- .01 Complete Design Development Drawings
 - .02 Complete Design Development Specifications
 - .03 Finish schedule and materials list(s)
 - .04 Equipment list(s) and specifications as required
 - .05 Completeness review and correlation of documents
 - .06 Completion of all Construction Documents including all Drawings and Specifications
 - .07 Distribution of all Drawings and Specifications as required by the Authority or Construction Manager.
- .39 Addenda** services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notices of changes in the bidding schedule and procedure.
- .40 Analysis of Alternates / Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior or subsequent to receipt of Bids or proposals after receipt of substitution forms.
- .41 Bid Evaluation** services consisting of:
- .01 Validation of bids or proposals
 - .02 Participation in reviews of bids or proposals
 - .03 Evaluation of bids or proposals
 - .04 Participation in negotiations prior to or following decisions on award of the Construction Services Agreement, Subcontract Agreements or Trade Contracts.

CONSTRUCTION ADMINISTRATION PHASE

- .42 Project Representation** shall be provided by the Architect consisting of daily on-site representation at the Stadium Site to evaluate and observe the Work being performed by the Construction Manager, Construction Manager's employees, Subcontractor's and other Trade Contractor's for conformance with the Contract Documents.

From the date construction operations begin, the Architect shall be represented on the Stadium Site by a Project Representative(s) that has been involved in the development of the Contract Documents and will have the authority to provide interpretation of the Contract Documents, speak for the Architect in meetings and advise the Authority with respect to rejection of installed work found not to conform to the Contract Documents. These individuals will be the primary contact for responding to all Requests for Information (RFI), and participate in Authority / Architect / Construction Manager (OAC) and construction progress meetings. The lead Project Representative, nor various design discipline representatives, may not be removed from the Stadium Site without SDC Group approval and written approval of the Authority. The lead Project Representative will act as the coordinator of the various project representatives, designers and engineers.

Project representatives from key design disciplines are to be assigned to the Stadium Site on a full-time basis during their disciplines construction activities. The Architect should plan the proper administrative staff as required to support this staff. Staffing levels and disciplines are to be presented in writing and approved monthly by the SDC Group. Qualifications of a single MEP on site engineer are to be acceptable to the Parties. The Architect should plan on a minimum site specific staffing of the following disciplines:

- .01 Lead Project Representative as described above. (See **Exhibit 7**)
- .02 Associate Architect (See **Exhibit 7**)
- .03 Structural (20 months on site)
- .04 Mechanical and Electrical (27 months on site)

- .43 Observations of the Work** by the Architect shall occur on a daily basis such that the Architect is familiar with the progress and quality of the Work and to determine that the Work when completed will be in accordance with the Contract Documents. The Architect shall endeavor through these observations to protect the Authority against defects and deficiencies in the Work. The Architect will be responsible for preparing reports and communications which document the Work as completed and the Architect's observation(s) thereof.
- .44 Submittal Services** consisting of:
- .01 Processing of Submittals, including receipt, review of, and appropriate action on Shop Drawings, Samples and other Submittals required by the Contract Documents. The Architect is responsible for the timely review of all Submittals on its behalf and all members of the Design Team
 - .02 Distribution of Submittals to the Construction Manager and Architect's field representative
 - .03 Maintain master file of Submittals
 - .04 Related communications.
 - .05 The Architect and the Architect's Subconsultants shall be responsible for the timely (as provided in the Agreement) response to all Submittals, and must provide sufficient staffing to support the timely response to such Submittals. Any delays in the process of Submittals by the Architect or the Architect's Subconsultants will be the responsibility of the Architect.
- .45 Supplemental Documentation** services consisting of:
- .01 Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for information and clarification from the Construction Manager and the Authority.
- .46 Quotation Requests / Change Orders** consisting of:
- .01 Preparation, reproduction and distribution of supplemental Drawings and Specifications to describe Work to be added, deleted, or modified
 - .02 Review of proposals for changes provided by the Construction Manager
 - .03 Coordination of communications, approvals, notifications and record keeping relative to changes in the Work
 - .04 Upon request by the Authority, forwarding of electronic Drawing files to requested parties.
- .47 Project Closeout** services initiated upon notice from the Authority that the Work, or a designated portion thereof which is acceptable to the Construction Manager, is sufficiently complete, in accordance with the Construction Documents, to permit occupancy or utilization for the use for which it is intended, and consisting of:
- .01 A detailed inspection with the Construction Manager's representative for conformity of the Work to the Construction Documents to verify the list submitted by the Authority of items to be completed or corrected
 - .02 Determination of the amounts to be withheld until final completion
 - .03 Securing and receipt of consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment(s)
 - .04 Issuance of Certificate(s) of Substantial Completion
 - .05 Inspection(s) upon notice by the Authority that the work is ready for final inspection and acceptance
 - .06 Notification to Construction Manager of deficiencies found in follow-up inspection(s), if any
 - .07 Final inspection with the Construction Manager's representative to verify final completion of the Work
 - .08 Receipt and transmittal of warranties, affidavits, receipts, releases and waivers of liens or bonds indemnifying the Authority against liens
 - .09 Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s)
 - .10 Issuance of final Certificate(s) of Payment.
- .48 Use of a Web-based Project Management System**
- .01 If the SDC Group decides, in its sole discretion, to utilize a web-based project management system for the Project, the Architect shall participate to the fullest extent possible in the system.
 - .02 All costs for the Architect's (including their Subconsultants) use of the project management system shall be included in its Design Services Fee, and additional compensation shall not be permitted.

- .03 If the Architect's staff or its Subconsultants are unfamiliar with the proper use of the project management system, the Architect shall provide its staff and Subconsultants for training without additional compensation under this Agreement.

POST-CONTRACT SERVICES

- .49 Maintenance and Operational Programming** services consisting of:
 - .01 Assistance in the establishment by the Authority and/or 3rd party operator of in-house or contract program(s) of operation and maintenance of the physical plant and equipment
 - .02 Arranging for and coordinating instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives
 - .03 Assistance in the preparation of operations and maintenance manual(s) for the Authority's and/or 3rd party operator's use.

- .50 Start-Up Assistance** consisting of:
 - .01 On-site assistance in the operation of building systems during initial occupancy
 - .02 Assistance in the training of the Authority's and/or 3rd party operator's operation and maintenance personnel in proper operations, schedules and procedures
 - .03 Administration and coordination of remedial work by the Authority after final completion.

- .51 Record Drawings** services consisting of:
 - .01 Making arrangements for obtaining from the Construction Manager information in the form of marked-up prints, drawings and other data certified by it on changes made during performance of the Work
 - .02 Review of general accuracy of information submitted and certified by the Construction Manager
 - .03 Preparation of record drawings based on certified information furnished by the Construction Manager
 - .04 Transmittal of record drawings and general data, appropriately identified, to the Construction Manager and others as directed.
 - .05 Provide complete project file of all Drawings and Specifications and a complete set of "Record" Documents in REVIT file. The Architect will be responsible to provide such "Record" Documents in both a complete printed form and in REVIT and PDF. The purpose of these "Record" Documents is to develop a complete and accurate set of Construction Documents that reflects the Project upon completion of the Work by the Construction Manager and the Trade Contractors.
 - .06 Provide complete Project file of all "live" (alterable) electronic files of Drawings and Specifications upon the request of the Authority. These requests may be at any phase of the Project.

- .52 Warranty Review** consisting of:
 - .01 Consultation with and recommendation to the Construction Manager during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty
 - .02 Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment
 - .03 Documenting defects or deficiencies and assisting the Construction Manager in preparing instructions for correction of noted defects.

- .53 MINIMUM DELIVERABLES**

Following is a general outline detailing the minimum deliverables that are required to be provided by the Architect during each phase of the design of the Project. This is not an exhaustive listing of the Architect's deliverables but is intended to provide a basic description of the Architect's responsibilities for documentation during each phase of the design process. The Architect must provide a list of deliverables for each phase of the design process for review and approval by the SDC Group and written approval of the Authority using the following minimum deliverables as a basis of understanding the requirements set forth by the Authority.

Schematic Design Phase

Conceptual and Programming Documents

(To be developed early in the Schematic Design Phase. Graphic depictions are to be updated if program is altered as design advances in the Schematic Design Phase.)

- Image Boards
- Theme Concepts
- Diagrammatic Plan Layouts and Options
- Exterior Concepts
- Entertainment Concepts
- Massing/Height Concepts
- Space relationship and adjacency
- Sight line sections for all seating
- Circulation diagrams
 - Service
 - Public
 - Media
 - Vehicular
 - Employee/Back of House
- Public Spaces: Concourses, Seating, Suites, Clubs and Toilet Rooms
- Food & Beverage outlets including Concession Stands, Pantries for Premium Areas and Commissary
- Back of house spaces
- Media Facilities
- Elevator and Escalators Quantity/type
- Life Safety and Code Abstract (Report on code compliance issues after preliminary consultation with Authorities Having Jurisdiction)

Master Plan and Architectural Site Plan (Overall)

- Building footprint with overall dimensions
- Fan arrival/exiting (Premium and General Admission)
- Service areas and loading docks
- Parking valet, taxi, tour bus
- Major MEP systems and locations

Architectural

- Overall floor plans, all floors
- Seat count plans (by section and level) and suite plans
- Preliminary Finished floor elevations
- Preliminary roof plan
- Exterior elevations, finishes, ext. lighting @ building
- Preliminary Identification of all sponsor signage locations
- Exterior building sections (typical)
- Narrative of major building components
- Preliminary code evaluation
- Preliminary Occupancy/exiting calculations
- Preliminary vertical transportation analysis
- Identification of design features incorporated to comply with the Americans with Disability Act and regulations promulgated thereunder.

Structural

- Summary of structural concepts and building components
- Live load design calculation/assumptions
- Recommended structural system w/confirmed column grids, bay sizes, overall dimensions and floor elevations.
- Preliminary foundation design
- Preliminary catwalk, fall arrest and rigging load and design for all configurations

Civil Design

- Schematic Site Plan (dimensioned)
 - Building footprint (sf)
 - Parking lot areas (areas, parking spaces)
 - Environmental issues (flood plains)
- Preliminary Grading Plan(s)
 - Mass grading concepts

- o Cut/fill analysis
- o Erosion control concepts
- Preliminary Drainage Concepts
 - o Outfalls
 - o Detention/retention
- Interiors/Theming
 - Conceptual Designs, space plans, FF&E, renderings, theme design
 - o General Admission Concourses
 - o Club
- Mechanical, Plumbing & Fire Protection
 - Evaluation of Alternate Systems and Building Components
 - Utility Connections, Sizes & Locations
 - Initial FP Code Reviews
 - MEP & FP Conceptual Designs for Central Plant and seating bowl
- Electrical
 - Lighting analysis, conceptual lighting plan and description of lighting control system
 - Major electrical equipment roughly scheduled indicating size and capacity
 - Complete preliminary one-line electrical distribution diagram
 - Preliminary power plan
- Audio Visual
 - Coordination with Preliminary Scoreboard Design
 - Distributed Television Infrastructure
 - Information Technology (IT) Systems
 - Coordination with Sound Distribution Design Concepts
 - Identification of television camera, spotlight and scoreboard control room locations
- Food Service Consultants
 - Preliminary design “concepts” and layouts
- Review and comments to Notes of Clarification

Design Development Phase

- Program Analysis
 - Program vs. Design (SF basis)
- Demolition
 - Provide a complete civil, grading and site utility package that defines the expected condition of the site upon completion of demolition of the existing facilities.
- Civil
 - Grading plans
 - Roadway, plans & profiles
 - Pavement designs
 - Utility plans, water & san, sewer (mains & laterals)
 - Drainage designs, plans & profiles (Initial)
 - Permitting Submittals (Preliminary)
- Architectural
 - Architectural floor plan, enlarged, partial
 - Building Sections
 - Complete Club Design
 - Complete Toilet Room Designs
 - Complete Concession Stand Designs
 - Complete Premium Area Pantry Designs
 - Complete Commissary Design
 - Seating Plan (by row, section, type and level)
 - Exterior elevations and theming
 - Clubs, Loge, overall plans @ 1/16" = 1'0"
 - Interior partitions locations, types and fire ratings
 - Door and hardware schedule
 - Handrail design and details
 - Elevator sections
 - Stair sections
 - Roof plan (1/16" – 1'0") w/MP&E locations
 - Overall reference plan/sections

- Final Life Safety Report
- Reviewed, updated and fully coordinated Notes of Clarification
- BOH Space plans/approvals
- Final finished floor elevations
- Final identification of all sponsor signage locations
- Structural (Concepts)
 - Foundation designs complete
 - Foundation schedules, details
 - Column schedules, details
 - Sections, details
 - Floor and framing plans
 - Structural roof plan
 - Structural System Description and General notes
 - Shear wall schedules, details
 - Expansion Joints located, sized and detailed
- Mechanical
 - Load calculations for each space and major duct or pipe runs sized and coordinated with structural runs
 - Snow Melt System Design
 - Smoke evacuation analysis
 - Club Design
 - Stair pressurization designs
 - Vertical & Horizontal distribution (all floors)
 - Condenser & chilled water flow diagrams
 - Central plant equipment specifications and layouts
 - Equipment selections
 - Reviewed, updated and fully coordinated Notes of Clarification
- Plumbing
 - Site plan utility connection, sizes & elevations
 - Fire pump, preliminary calculations
 - Preliminary fixture selections
 - Material selections, specifications
 - Roof drains riser diagram
 - Plumbing plans and details, including riser diagrams
 - Reviewed, updated and fully coordinated Notes of Clarification
- Electrical
 - Site electrical distribution
 - Site electrical where impacted by site regarding
 - Total electric load
 - Electrical one line design
 - Electrical legends
 - Electrical equipment room layouts
 - Light fixture schedule, locations & weights
 - Interior electrical load estimate for systems, furniture, receptacles, lighting, food service equipment and any other special use areas.
 - Grounding and lightning protection system
 - Reviewed, updated and fully coordinated Notes of Clarification
 - Lighting Control Concepts
- Audio Visual
 - Scoreboard Design concepts
 - Description and one line diagram for special systems (telephone, data, distributed TV, broadcast TV, POS, CCTV, security, fire alarm, Hi density wifi, neutral host Distributed Antenna System)
- Food Service Designs (Preliminary)
 - Equipment layouts
- Back of House Areas (Preliminary)
 - Equipment layouts
- Acoustical
 - Final acoustical requirements
- Interiors & Theming
 - Typical interior elevations, sections & details
 - Clubs and Loge areas Complete

- Elevator lobbies, RCP
 - Finish schedules, FOH, RCP
 - Signage
 - Preliminary signage package (interior & site)
 - Reflected ceiling plans, ALL spaces to include public areas, restaurants
 - Millwork
 - Preliminary FF&E
- Outline Specifications
Review and comments to Notes of Clarification

Construction Documents Phase

- Program Analysis, Space by Space Basis
Life Safety Plan (Final), Code Analysis
Architectural:
- Reference Plan, key plans
 - Building Envelope
 - Building sections (all) @ extension
 - Roof plan (enlarged)
 - Exterior Elev. (enlarged)
 - Exterior Elev. (partial)
 - Floor Plans, Wall Types, Dimensions
 - Stair Plans, section
 - Elevator Plans, section
 - Escalator Plans, sections
 - Specifications
 - Finish Schedules
- Civil
- Final Roadway Plans & Profiles
 - Final Grading Plans
 - Final Storm Drainage Plans, Calculations
 - Final Roadway Sections, Pavement Designs
 - Specifications
- Structural
- Floor Framing Plans (Final)
 - Roof Framing Plans (Final)
 - MP&E Penetrations
 - Sections, Details Typical
 - Footing & Foundations Plans
- Mechanical/Plumbing
- Final Design Calculations
 - All Layers, Plumbing Layouts
 - Fire Protection Pump Selection
 - Sprinkler Risers, Vertical Distribution
 - HVAC Vertical Distribution
 - HVAC Equipment Layouts, Schedule
 - HVAC Roof Plan (Final)
 - Snow Melt System Layout
 - Snow Melt Equipment Details
 - Specifications
- Kitchens
- Approved Equipment Layouts
 - Equipment Requirements
 - Equipment Schedule
 - Recessed Slabs (Coolers, Freezers)
 - Specifications
- Interiors & Theming
- Millwork
 - FF&E
- Signage Design & Interior
- Exterior Signage Plans, Elevations, Details

- Final description of Interior Theming
- Advertising Signage Master Plan
- Wayfinding and Room Identification Signage
- (See Audio Visual for Scoreboards)

Electrical

- Lighting Plans, All Areas
- Power Plans, All Areas
- Final Design Calculations
- One Line Diagrams
- Electrical Equipment Selections, Layouts
- Electrical Equipment Room Layouts
- Initial Permitting Submittal
- Specifications

EXHIBIT 2

ADDITIONAL SERVICES

The following Additional Services may be provided by the Architect only upon the written request and authorization by the Authority:

1. Changes in the Design Services necessitated by the enactment or revisions to Applicable Laws that occur after completion of the Construction Documents but before Substantial Completion, if any, but only to the extent that such changes materially increase the time and/or resources of the Architect as required to complete the Design Services.
2. Changes, corrections or alterations to the Construction Documents that are necessary to complete Work in strict accordance with the Fixed Construction Budget but only to the extent provided in Subparagraph 2.3.5 of the Design Services Agreement.
3. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work to the extent such damage is covered by insurance and if not covered by insurance then to the extent said damaged Work is not the responsibility or fault of the Architect.
4. Providing services in evaluating an extensive number of claims, as determined in the Authority's reasonable discretion, submitted by the Contractor or others in connection with the Work unless the claims allege that the Architect is responsible in part for the claims.
5. Providing services, at the request of the Authority, in connection with an arbitration or dispute resolution proceeding except where the Architect is alleged to be responsible or at fault for the claims at issue in the arbitration or dispute resolution proceeding or is a party thereto; provided, however, this shall not apply to services responding to a subpoena.
6. Providing EAW and EIS environmental studies and submissions required for approvals of Governmental Authorities or others having jurisdiction over the Project, (but excluding the coordination of such information for preparation of Design Documents).
7. Providing detailed quantity surveys or inventories of material, equipment and labor except as may be necessary to monitor the progress of the Work or process applications for payment.
8. Making investigations, inventories of existing materials or equipment except as may be necessary to prepare Construction Documents for demolition of existing facilities, or making valuations and detailed appraisals of existing facilities.

EXHIBIT 3

SUBCONSULTANTS' PROFESSIONAL LIABILITY INSURANCE LIMITS

Consultant/Discipline	Per Claim	Annual Aggregate
Associate Architect	\$ 5,000,000	\$ 7,000,000
Accessibility	\$ 1,000,000	\$ 2,000,000
Acoustical	\$ 1,000,000	\$ 2,000,000
Atrium Smoke Control	\$ 1,000,000	\$ 2,000,000
Audio Visual	\$ 1,000,000	\$ 2,000,000
Civil Engineering	\$ 2,000,000	\$ 4,000,000
Clinical Planning	\$ 1,000,000	\$ 2,000,000
Code	\$ 1,000,000	\$ 2,000,000
Cost Estimating	\$ 1,000,000	\$ 2,000,000
Elevator/Vertical Transportation	\$ 1,000,000	\$ 2,000,000
Exterior Building Maintenance	\$ 1,000,000	\$ 2,000,000
Exterior Enclosing Wall	\$ 2,000,000	\$ 4,000,000
Food Service	\$ 2,000,000	\$ 4,000,000
Graphics	\$ 1,000,000	\$ 2,000,000
Hardware	\$ 1,000,000	\$ 2,000,000
Interior Design	\$ 2,000,000	\$ 4,000,000
Landscape Design	\$ 2,000,000	\$ 4,000,000
Lighting Design	\$ 1,000,000	\$ 2,000,000
Materials Management	\$ 1,000,000	\$ 2,000,000
Medical Equipment Planning	\$ 2,000,000	\$ 4,000,000
Mechanical/Electrical/Plumbing	\$ 5,000,000	\$ 7,000,000
Parking	\$ 1,000,000	\$ 2,000,000
Pharmacy Design	\$ 1,000,000	\$ 2,000,000
Planning Consultant (non-Arch.)	\$ 1,000,000	\$ 2,000,000
Pool/Spa	\$ 2,000,000	\$ 4,000,000
Radiation Shielding	\$ 2,000,000	\$ 4,000,000
Roofing/Waterproofing	\$ 2,000,000	\$ 4,000,000
Security	\$ 1,000,000	\$ 2,000,000
Structural Engineering	\$ 5,000,000	\$ 7,000,000
Sustainability	\$ 2,000,000	\$ 4,000,000
Telecommunications/IT	\$ 2,000,000	\$ 4,000,000
Traffic	\$ 2,000,000	\$ 4,000,000
Urban Planning	\$ 1,000,000	\$ 2,000,000
Waste Management	\$ 2,000,000	\$ 4,000,000
Wind Engineering	\$ 1,000,000	\$ 2,000,000

EXHIBIT 4

ARCHITECT'S APPLICATION FOR PAYMENT

The Architect's Application for Payment is included herein as Exhibit 4:

Hammons Companies						
ARCHITECT APPLICATION FOR PAYMENT (Form 4023) From Architect: <u>PKS, Inc.</u> To (Contract): <u>Minnesota State Faculty Authority</u> <u>500 S. 5th Street</u> <u>Minneapolis, MN 55415</u> Attention: <u>Steve Mac, PE</u>	Applicant to: <u>Hammons Companies</u> Contract No. <u>6381-USA</u> Period From: <u> </u> Period To: <u> </u> Hammons Project No. <u>6381</u> Project Name: <u>Minnesota Walk-Parkway Stadium</u>					
CERTIFICATE OF ARCHITECT: The undersigned Architect certifies that to the best of Architect's knowledge, information and belief the Design Services covered by this Application for Payment have been completed in accordance with the Design Services Agreement. The undersigned Architect certifies that all amounts have been paid by Architect in accordance with the terms of this contract, to Subconsultants, subcontractors and suppliers used in connection with the performance of the Design Services for which previous Applications for Payment were issued and payments received from the Authority, and that current payment shown herein is now due and further that Architect has no claims in events occurring before the date of this Application for Payment for any claim for additional to the Design Services Fee except for such claims with respect to which Architect has previously given written notice to the Authority as required in the Design Services Agreement. Further, Architect, upon payment of the sum requested in this Application for Payment, hereby waives all its lien rights, if any with respect to Design Services for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by the Authority.						
STATEMENT OF CONTRACT: Each additional special subcontract requested amount is necessary ORIGINAL CONTRACT AMOUNT \$ <u>0.00</u> Contract Revisions No. <u> </u> through <u> </u> \$ <u>0.00</u> CURRENT CONTRACT AMOUNT \$ <u>0.00</u> TOTAL COMPLETED TO DATE \$ <u>0.00</u> RETAINAGE % <u> </u> \$ <u>0.00</u> TOTAL EARNED LESS RETAINAGE \$ <u>0.00</u> LESS PREVIOUS REQUESTS \$ <u>0.00</u> CURRENT AMOUNT DUE \$ <u>0.00</u>						
Signed: _____ Date: _____ Name / Title: _____ My Commission expires: _____						
State of _____ County of _____ Subscribed and sworn to before me this _____ day of _____, 20____ Notary Public: _____ My Commission expires: _____						
SCHEDULE OF VALUES (For Information Only)						
Account	Description	Current Contract Amount	Previous Requests	Current Amount Due	Total Work In-Place	Percent Complete
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!
		\$ -	\$ -	\$ -	\$ -	#DIV/0!

EXHIBIT 5

ARCHITECT'S DESIGN SERVICES FEE SCHEDULE

Design Services Fee and Reimbursable Expenses by Phase

Concept & Programming	\$1,800,000
Schematic Design	\$5,000,000
Design Development	\$8,300,000
Construction Documents	\$10,300,000
Construction Administration	\$8,500,000
Post Construction	<u>\$100,000</u>
Total Design Services Fee and Reimbursable Expenses:	\$34,000,000

The Reimbursable Expenses are included within the Design Services Fee by phase of service.

The following expenses are not part of the Reimbursable Expenses included within the Design Services Fee: (a) physical models if requested by the Team or Authority; (b) license fees payable to third parties for a web based project management system if required by the Team or Authority; (c) printing of more than a reasonable number of sets of design documents; (d) on-site copy machine during the Construction Phase; (e) on-site office space for Architect's on-site personnel during the Construction Phase, with job site utilities, including telephone and internet connection.

EXHIBIT 6

ARCHITECT'S INSURANCE

The minimum requirements for the Architect's insurance are described in Paragraph 9.1 of this Design Services Agreement. The Architect's insurance certificates are included herein as Exhibit 6. Where necessary, the following certificates will be replaced with appropriately corrected certificates referencing Additional Insureds required by the Design Services Agreement.

EXHIBIT 6



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Metropolitan Insurance Agency, LLP 5500 Ego Freeway, Suite 200 Dallas TX 75240	AGENT Joseph A Bryant PHONE: (214) 503-3333 FAX: (214) 503-8899 E-MAIL: ADDRESS:
INSURER A: AXIS Capital Insurance Company 25620	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** cert ID 17209 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE NAMED PARTY ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

YEAR	TYPE OF INSURANCE	ADD. SUBR	POLICY	POLICY	POLICY	LIMITS
START		INER	NO.	EFF.	EXPIR.	
DATE		NO.		DATE	DATE	
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR					BODILY INJURY \$ PROPERTY DAMAGE \$ MED EXP (any amount) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMPLETED \$
	<input type="checkbox"/> AUTO AND TRUCK LIABILITY <input type="checkbox"/> AUTO AND TRUCK <input type="checkbox"/> TRUCK AND TRAILER <input type="checkbox"/> TRUCK AND TRAILER <input type="checkbox"/> TRUCK AND TRAILER <input type="checkbox"/> TRUCK AND TRAILER					BODILY INJURY \$ PROPERTY DAMAGE \$ MED EXP (any amount) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMPLETED \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				BODILY INJURY \$ PROPERTY DAMAGE \$ MED EXP (any amount) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMPLETED \$
A	Professional Liability	N Y	FB2742770/01/2011	10/31/2011	10/31/2012	Per Claim \$ 10,000,000 Annual Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS, VEHICLES) (Attach ACORD 101 Additional Remarks Schedule, if more space is required):
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. EHS Inc., of Nevada; EHS Architects (A Professional Architectural Corporation); EHS Architects, S. de R.L. de C.V.; EHS International Limited; EHS Architecture, Limited; A Masau S.A.R.L. limited liability company; Eduardo S. Egea; EHS Architects, P.S.C. EE; EHS, Inc. Project #16246 - Minnesota Vikings Stadium

CERTIFICATE HOLDER Minnesota Sports Facilities Authority 900 S. 5th Street Minneapolis MN 55414	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

EXHIBIT 6

Client#: 9825

HKSINC2

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	
PRODUCER USI Southwest Dallas /CL 1445 Ross Avenue, Suite 4200 Dallas, TX 75262 214 443-3100	CONTACT NAME PHONE NO. (Day) 214 443-3100 FAX (Day) 214 443-3900 E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Travelers Lloyds Insurance Comp 41262 INSURER B: St Paul Fire and Marine Insuran 24767 INSURER C: Insurance Company of State of P 19429 INSURER D: INSURER E: INSURER F:
INSURED HKS, Inc. 1919 McKinney Avenue Dallas, TX 75201-1753	

COVERAGES CERTIFICATE NUMBER REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

POLICY TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY TERM (MM/DD/YYYY)	POLICY TERM (MM/DD/YYYY)	LIMITS	
					PER OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	6305393M806T	08/19/2012	08/19/2013	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				CLAIMS SETTLED FROM THIS POLICY OCCURRENCE	\$100,000
	<input type="checkbox"/> CLAIMS-MAINT <input checked="" type="checkbox"/> OCCUR				MEDICAL EXPENSE (per person)	\$5,000
					PERSONAL AND ADVERTISING	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMMERCIAL	\$2,000,000
					GENERAL AGGREGATE LIMIT APPLIES PER POLICY	\$
C	AUTOMOBILE LIABILITY	AL3447355	08/19/2012	08/19/2013	COMBINED SINGLE LIMIT PER OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per occurrence)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per occurrence)	\$
					PROPERTY DAMAGE (Per occurrence)	\$
					PROPERTY DAMAGE (Per auto)	\$
B	UMBRELLA LIAB	ZUP11P518091	08/19/2012	08/19/2013	EACH OCCURRENCE	\$15,000,000
	EXCESS LIAB				AGGREGATE	\$15,000,000
	DED. <input checked="" type="checkbox"/> RETENTION \$10000					\$
C	OWNERS COMPENSATION AND EMPLOYERS LIABILITY	WC024549673	08/19/2012	08/19/2013	<input checked="" type="checkbox"/> MULTIPLE OCCURRENCE	\$
	ALL OTHERS (EXCEPT OWNERS AND EMPLOYERS LIABILITY)	WC024549674-CA			EL - EACH OCCURRENCE	\$1,000,000
					EL - OCCASIONAL OCCURRENCE	\$1,000,000
					EL - SHARABLE OCCASIONAL LIMIT	\$1,000,000
A	Package Valuable Papers	6305393M806	08/19/2012	08/19/2013		\$9,585,000 Blanket All Locations

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The General Liability policy includes an Additional Insured endorsement that provides Additional Insured status to the Certificate holder while on the following Project #16245 - Minnesota Vikings Stadium performing their specific job duty, only when there is a written contract between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured. The All policies includes an endorsement providing that 30 days notice of cancellation will (See Attached Descriptions)

CERTIFICATE HOLDER Minnesota Sports Facilities Authority 900 S. 5th Street Minneapolis, MN 55415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>J. W. Wagner</i>
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EXHIBIT 7

PROJECT STAFFING CHART

The following Project Staffing Chart for the Architect is included herein as Exhibit 7:

Phase	Program / Concepts		Schematic Design			Design Development					
	1	2	3	4	5	6	7	8	9	10	
HKS Sports Arch / AOR											
John Hutchings	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	
Bryan Trubey	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Kevin Taylor	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Mike Rogers	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Mark Williams	50%	50%	50%	30%	20%	20%	20%	20%	20%	20%	
Randy Morton	20%	20%	20%	10%	0%	0%	0%	0%	0%	0%	
Jay Caddell	50%	50%	100%	100%	100%	100%	100%	100%	100%	100%	
Stamatl Nicholas	50%	50%	100%	100%	100%	100%	100%	100%	100%	100%	
Greg Walston	0%	25%	50%	100%	100%	100%	100%	100%	100%	100%	
Anise Stephens	0%	25%	50%	100%	100%	100%	100%	100%	100%	100%	
Lance Evans	50%	60%	75%	75%	75%	75%	75%	75%	75%	75%	
Kevin Suter	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Segio Chavez	75%	75%	75%	100%	100%	100%	100%	100%	100%	100%	
Emily Gessett	20%	20%	20%	50%	50%	50%	50%	100%	100%	100%	
Loretta Fulvio	20%	20%	30%	30%	30%	60%	60%	60%	60%	60%	
Nicholas Tedder	50%	50%	50%	50%	50%	50%	50%	100%	100%	100%	
Trip Boswell	40%	40%	40%	40%	40%	20%	20%	20%	20%	20%	
Emily Seibert	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	
Kirk Teske	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	
Elen Mitchell	40%	40%	40%	40%	40%	20%	20%	20%	20%	20%	
Chad Scheckel	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	
Todd Washington	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Intern Arch BIM/ CADD	50%	50%	50%	100%	100%	100%	100%	100%	100%	100%	
Intern Arch BIM/ CADD	0%	0%	0%	50%	100%	100%	100%	100%	100%	100%	
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	
Renderings	30%	30%	30%	50%	50%	50%	50%	50%	50%	50%	
Specification	0%	5%	0%	0%	9%	0%	0%	0%	0%	25%	
Quality Management	0%	5%	0%	0%	15%	0%	0%	0%	0%	50%	
Associate Architect											
Project Manager	50%	50%	50%	50%	50%	30%	30%	30%	30%	30%	
Project Architect	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Job Captain	0%	0%	50%	50%	50%	100%	100%	100%	100%	100%	
Intern Arch BIM/ CADD	0%	0%	0%	75%	100%	100%	100%	100%	100%	100%	
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	100%	100%	100%	100%	100%	
Sr. CA	0%	0%	0%	0%	0%	0%	0%	0%	0%	20%	

EXHIBIT 7

Phase	Construction Documents											
	11	12	13	14	15	16	17	18	19	20	21	
HKS Sports Arch / AOR												
John Hutchings	50%	50%	50%	50%	50%	50%	20%	20%	20%	20%	20%	
Bryan Trubey	10%	10%	10%	10%	10%	10%	5%	5%	5%	5%	5%	
Kevin Taylor	100%	100%	100%	100%	100%	100%	50%	50%	50%	50%	50%	
Mike Rogers	30%	30%	30%	30%	30%	30%	5%	5%	5%	5%	5%	
Mark Williams	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Randy Morton	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Jay Caddell	100%	100%	100%	100%	100%	100%	50%	50%	50%	50%	50%	
Stamati Nicholakis	100%	100%	100%	100%	100%	100%	10%	10%	10%	10%	10%	
Greg Walston	100%	100%	100%	100%	100%	100%	10%	10%	10%	10%	10%	
Anice Stephens	100%	100%	100%	100%	100%	100%	10%	10%	10%	10%	10%	
Lance Evans	0%	0%	100%	0%	100%	100%	5%	5%	5%	5%	5%	
Kevin Suter	0%	0%	100%	0%	0%	100%	5%	5%	5%	5%	5%	
Segio Chavez	0%	0%	100%	0%	0%	100%	5%	5%	5%	5%	5%	
Emily Gossett	100%	100%	100%	100%	100%	100%	10%	10%	10%	10%	10%	
Loretta Fulvio	0%	0%	100%	0%	0%	100%	5%	5%	5%	5%	5%	
Nicholas Tedder	100%	100%	100%	100%	100%	100%	5%	5%	5%	5%	5%	
Trip Boswell	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Emily Seibert	0%	0%	60%	0%	0%	60%	5%	5%	5%	5%	5%	
Kirk Teske	15%	15%	15%	15%	15%	15%	5%	5%	5%	5%	5%	
Ellen Mitchell	40%	40%	40%	40%	40%	40%	10%	10%	10%	10%	10%	
Chad Scheckel	0%	0%	0%	0%	0%	50%	100%	100%	100%	100%	100%	
Todd Washington	0%	0%	0%	0%	0%	50%	100%	100%	100%	100%	100%	
Intern Arch BIM/ CADD	100%	100%	100%	100%	100%	100%	50%	50%	50%	50%	50%	
Intern Arch BIM/ CADD	100%	100%	100%	100%	100%	100%	0%	0%	0%	0%	0%	
Intern Arch BIM/ CADD	100%	100%	100%	100%	100%	100%	0%	0%	0%	0%	0%	
Renderings	0%	0%	100%	0%	0%	20%	0%	0%	0%	0%	0%	
Specification	0%	0%	0%	0%	50%	100%	3%	3%	3%	3%	3%	
Quality Management	0%	0%	50%	0%	75%	20%	5%	5%	5%	5%	5%	
Associate Architect												
Project Manager	30%	30%	30%	30%	30%	30%	5%	5%	5%	5%	5%	
Project Architect	100%	100%	100%	100%	100%	100%	10%	10%	10%	10%	10%	
Jub Captain	100%	100%	100%	100%	100%	100%	0%	0%	0%	0%	0%	
Intern Arch BIM/ CADD	100%	100%	100%	100%	100%	100%	0%	0%	0%	0%	0%	
Intern Arch BIM/ CADD	100%	100%	100%	100%	100%	100%	0%	0%	0%	0%	0%	
Sr. CA	0%	0%	0%	0%	0%	50%	100%	100%	100%	100%	100%	

EXHIBIT 7

Phase	22	23	24	25	26	27	28	29	30	31	32
HKS Sports Arch / AOR											
John Hutchings	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Bryan Trubey	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Kevin Taylor	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Mike Rogers	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Mark Williams	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Randy Morton	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Jay Caddell	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Stamati Nicholakis	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Greg Walton	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Anice Stephens	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Lance Evans	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Kevin Suter	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Segio Chavez	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Emily Gossett	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Loretta Fulvio	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Nicholas Tedder	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Trip Boswell	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Emily Seibert	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Kirk Teske	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Ellen Mitchell	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Chad Scheckel	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Todd Washington	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Intern Arch BIM/ CADD	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Renderings	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Specification	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Quality Management	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Associate Architect											
Project Manager	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Project Architect	10%	10%	10%	10%	10%	10%	10%	0%	0%	0%	0%
Job Captain	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Sr. CA	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

EXHIBIT 7

Phase	Construction Administration											
	33	34	35	36	37	38	39	40	41	42	43	
HKS Sports Arch / AOR												
John Hutchings	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Bryan Trubey	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Kevin Taylor	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Mike Rogers	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Mark Williams	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Randy Morton	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Jay Caddell	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Stamati Nicholakis	10%	10%	10%	10%	0%	0%	0%	0%	0%	0%	0%	0%
Greg Walston	10%	10%	10%	10%	0%	0%	0%	0%	0%	0%	0%	0%
Anice Stephens	10%	10%	10%	10%	0%	0%	0%	0%	0%	0%	0%	0%
Lance Evans	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Kevin Suter	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Segio Chavez	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Emily Gossett	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Loretta Fulvio	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Nicholas Tedder	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Trip Boswell	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Emily Seibert	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Kirk Teske	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Ellen Mitchell	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Chad Scheckel	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Todd Washington	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Intern Arch BIM/ CADD	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Renderings	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Specification	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Quality Management	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Associate Architect												
Project Manager	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Project Architect	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Job Captain	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Sr. CA	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

EXHIBIT 7

Phase										
Months	44	45	46	47	48	49	50	51	52	
HKS Sports Arch / AOR										
John Hutchings	20%	20%	20%	20%	20%	20%	20%	20%	20%	
Bryan Trubey	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Kevin Taylor	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Mike Rogers	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Mark Williams	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Randy Morton	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Jay Caddell	25%	25%	25%	25%	25%	25%	100%	100%	100%	
Stamati Nicholakis	0%	0%	0%	0%	0%	0%	75%	75%	75%	
Greg Walston	0%	0%	0%	0%	0%	0%	75%	75%	75%	
Anice Stephens	0%	0%	0%	0%	0%	0%	75%	75%	75%	
Lance Evans	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Kevin Suter	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Segio Chavez	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Emily Gosssett	10%	10%	10%	10%	10%	10%	10%	10%	10%	
Loretta Fulvio	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Nicholas Tedder	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Trip Boswell	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Emily Seibert	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Kirk Teske	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Eileen Mitchell	10%	10%	10%	10%	10%	10%	10%	10%	10%	
Chad Scheckel	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Todd Washington	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Intern Arch BIM/ CADD	50%	50%	50%	50%	50%	50%	50%	50%	50%	
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Renderings	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Specification	3%	3%	3%	3%	3%	3%	3%	3%	3%	
Quality Management	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Associate Architect										
Project Manager	5%	5%	5%	5%	5%	5%	5%	5%	5%	
Project Architect	0%	0%	0%	0%	0%	0%	75%	75%	75%	
Job Captain	0%	0%	0%	0%	0%	75%	75%	75%	0%	
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Intern Arch BIM/ CADD	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Sr. CA	100%	100%	100%	100%	100%	100%	100%	100%	100%	

EXHIBIT 7

HKS 2012 HOURLY RATE SCHEDULE

Principal	\$275
Senior Vice President	\$240
Vice President	\$210
Associate	\$190
Professional Staff	\$155
Technical Staff	\$115

These rates are valid from the date of this Agreement through the end of 2013. After that time, the rates may increase, at the option of the Architect, by the Consumer Price Index average of the year in question and the previous two.

EXHIBIT 8

Hiring and Employment Principles

The Hiring and Employment Principles are included herein as Exhibit 8:

1. Hiring and Employment Principles

1. In the design, development, and construction of the Stadium and Stadium Infrastructure, the Authority shall make every necessary and reasonable effort to employ, and to cause the Team, the Architect, Construction Manager and other Subcontractors, Vendors, and Concessionaires to employ women and members of minority communities when hiring.

2. The Team and the Authority require that Targeted Group Businesses and disadvantaged local businesses will also be utilized in the design of the Stadium and Stadium Infrastructure.

Targeted Group Businesses are defined by the State of Minnesota Department of Administration. *See* www.mnd.admin.state.mn.us/mn02001.htm for the directory of small, targeted, or economically disadvantaged businesses.

Other disadvantaged local businesses such as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE firms) as certified under the Minnesota Unified Certification Program are included in this regard. *See* www.mnucp.org for a listing of local firms.

3. The Authority and the Team shall make every necessary and reasonable effort to cause the Construction Manager and other Subcontractors to establish workforce utilization goals at least equal to current city goals and include workers from city zip codes that have high rates of poverty and unemployment.

4. The Authority anticipates adopting goals of 8% MBE and 11% WBE participation, and the Architect will make every necessary and reasonable effort to achieve such goals.

EXHIBIT 9

MINIMUM DESIGN STANDARDS

The Minimum Design Standards shall be added as Exhibit 9 by amendment to the Agreement.

EXHIBIT 10

GENERAL CONDITIONS

The General Conditions are included herein as Exhibit 10:

ARTICLE I
GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 Definitions included in the Design Services Agreement are included in these General Conditions as **Appendix A**.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Design Services by the Architect and, if applicable, any Consultant, and the Work by the Construction Manager and, if applicable, any Trade Contractor. Execution of the Design Services Agreement by the Architect is an absolute representation that it understands the intent stated herein and that the Contract Documents, when complete, will represent a full and complete definition of the Work and the Design Services in order to meet the objective of the Authority and Team of including all items necessary for the proper execution and completion of the Design Services by the Architect and the Work by the Construction Manager in accordance with the Guaranteed Maximum Price and the Contract Time.

1.2.2 The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Architect and the Construction Manager shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them by the Authority as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and Applicable Laws and NFL Rules and Regulations, the Architect and Construction Manager shall (1) provide the better quality or greater quantity of Design Services and the Construction Manager's Work or (2) comply with the more stringent requirement; either or both in accordance with the Authority's reasonable interpretation. In general, the following rules of interpretation shall apply:

- .1** On the Drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.
- .2** Before ordering any materials or doing any Work, the Construction Manager shall verify all existing conditions and measurements at the Stadium Site and shall be responsible for the correctness of such measurements. Any difference that may be found shall be submitted to the Architect for interpretation before proceeding with the Construction Manager's Work.
- .3** If a minor change in the Work is found necessary due to actual field conditions, the Construction Manager shall so advise the Architect who shall issue detailed drawings of such before making the change.

1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meaning.

- .1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other association standard, the Construction Manager shall present an affidavit from the manufacturer, when requested by the Architect or required in the Specifications, certifying that the product complies with the particular standard or Specification. When requested by the Architect or when specified, support test data shall be submitted to substantiate compliance.
- .2 Whenever a product is specified or shown by describing proprietary items, model number, catalog number, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted prior to execution of the Construction Services Agreement or if accepted as a Change Order to the Construction Services Agreement. . When the Drawings or Specifications show or specify two (2) or more products, the Construction Manager has the option to use either of those shown or specified.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those that are (1) specifically defined in Appendix A of the General Conditions, and (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the Contract Documents.

1.4 CONSTRUCTION OF LANGUAGE

1.4.1 General. In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” articles such as “the” and “an” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The terms and phrases used in the Contract Documents, unless the context otherwise requires, are to be interpreted as follows: (i) the words “including,” “include” or “includes” mean including without limitation; (ii) reference to any agreement, appendix, schedule, exhibit, instrument or coverage policy means as such is amended, modified or supplemented, including by waiver or consent; (iii) reference to any Applicable Laws means such Applicable Laws, as amended, modified, codified or reenacted, in whole or part, and in effect from time to time; (iv) reference to any Party includes such Party’s successors and assigns, to the extent that such successors and assigns are permitted; (v) pronouns in masculine, feminine and neuter genders are to be construed to state and include any other gender; (vi) the words “will” and “shall” have the same meaning; (vii) unless the context otherwise requires, all defined terms in the Contract Documents include the singular and the plural; (viii) “to the extent practicable” means using good faith, commercially reasonable efforts, without the expenditure of significant additional costs or expenses as compared to other compliant alternatives; (ix) the headings and captions contained in the Contract Documents are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of the agreements or the intent of any provision of the agreements; and (x) all monetary figures are expressed in currency of the United States of America (US Dollars).

1.4.2 Approved. When the words “approved,” “satisfactory,” “proper” or “as directed” are used, approval by the Authority shall be understood.

1.4.3 Provide. When the word “provide,” including derivatives thereof, is used, it shall mean to properly fabricate, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, equipment apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Contract Documents.

1.4.6 Knowledge. The terms “knowledge,” “recognize” and “discover,” their respective derivatives and similar terms in the Contract Documents, as used in reference to the Architect, shall be interpreted to mean that which the Architect knows, recognizes and discovers. The expression “reasonably inferable” and similar terms in the Contract Documents shall be interpreted by the Authority to mean reasonably inferable by the Authority or an architect or construction manager familiar with the Project and exercising the care, skill and diligence required of the Construction Manager or Architect by the Contract Documents.

1.4.7 Persistently. The phrase “persistently fails” and other similar expressions, as used in reference to the Construction Manager or the Architect, shall be interpreted to mean any combination of acts and omissions, which causes the Authority reasonably to conclude that (1) the Construction Manager will not complete the Construction Manager’s Work within the Contract Time, for the GMP or in substantial compliance with the requirements of the Contract Documents or (2) the Architect will not complete the Design Services in substantial compliance with the requirements of the Contract Documents.

1.5 CONFIDENTIALITY

1.5.1 As a result of the Architect’s participation in the Project, the Project Team will have access to information and materials of a highly sensitive nature, including Confidential Information belonging to the Authority and the Team. The Architect hereby warrants that its employees, Subconsultants and agents shall not (without in each instance obtaining the disclosing party’s prior written consent) disclose, make commercial or other use of, or give or sell to any person, firm, or corporation, any Confidential Information received directly or indirectly from the Authority or Team or acquired or developed in the course of the performance of the Contract Documents unless: (1) required to do so pursuant to Applicable Laws (and then only after the Architect has given the disclosing party prompt written notice of the legal compulsion and, at the disclosing party’s expense, provide the disclosing party with cooperation in any attempt the disclosing party may make to gain a protective order acceptable to the disclosing party); or (2) it is rightfully in the possession of the Architect from a source other than the Authority or Team prior to the time of disclosure of the information to the Architect under the Contract Documents; or (3) it became part of the public domain prior to the time of the Architect’s receipt; or (4) it is supplied to the Architect after the time of the Architect’s receipt by a third party who is under no obligation to the Authority or Team to maintain such information in confidence; or (5) it was independently developed by the Architect prior to the time of receipt.

1.5.2 The Architect’s confidentiality and non-disclosure obligations shall survive the expiration, suspension or termination of the Design Services Agreement and shall continue for a period of ten (10) years following the expiration or termination of the Design Services Agreement. All Confidential Information, regardless of form, shall be the property of the Authority or Team, as applicable, and shall be returned to the disclosing party upon its request, or in any event, at the expiration or earlier termination of the Design Services Agreement.

1.6 TRADE SECRETS, TRADEMARKS AND TRADE NAMES

1.6.1 The Architect acknowledges that the Authority or Team may provide the Architect with access to certain information which may qualify as a Trade Secret under Applicable Law, and the Architect agrees that for all such Trade Secrets that come into its possession, custody or control: (1) such Trade Secrets shall remain the sole property of the Authority or Team, as applicable, and the Architect shall have no interest in said Trade Secrets; (2) the Architect, shall maintain the secrecy of the Trade Secrets for so long as they

remain Trade Secrets under Applicable Law; and (3) immediately upon the expiration, suspension or termination of the Contract Documents, the Architect shall deliver to the disclosing party all Trade Secret documentation and any and all copies thereof, regardless of form or content.

1.6.2 Without the prior written approval of the Authority or Team, as applicable, the Architect, shall have no right to use any Trademark or Trade Name of Authority, Team or of the Authority's or Team's Affiliated Entities. Further, the Architect shall not refer to the Contract Documents or any of the Design Services or to any Confidential Information, directly or indirectly, in connection with any production, promotion or publication without the prior written consent of the Authority and Team, and the Authority and Team reserve the right in their sole discretion to prohibit the release of such information, control the timing of its release, and/or approve its form and content prior to release.

1.6.3 The Architect may publish information (other than Trade Secrets and Confidential Information, which shall not be published) and images resulting from or relating to its Services, only after obtaining the prior written approval of the Authority and Team, which Authority and Team may grant or withhold in their sole discretion. The approval of the Authority and Team, if granted, may be conditioned upon changes in the text, the use of different images, or reasonable delay in publication to protect Trade Secrets or Confidential Information and other interests of the Authority or Team.

1.7 PRESS RELEASES AND OTHER PROMOTIONAL MATERIALS

1.7.1 Both prior to and during the Project, the Authority and Team shall control the issuance of all press releases and all contacts with the press and all other media relating to the Project. Until Final Completion, the Architect 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 and Team in their sole discretion.

1.7.2 After Final Completion of the Project, the Architect may use images of the Project and explanatory text in the Architect's marketing and promotional materials, subject to the written approval of the Authority and Team prior to the Architect's first use of such materials, which approval shall not be unreasonably withheld; provided, however, that the Architect's marketing and promotional materials should not include any of the Authority's or Team's Confidential Information.

1.7.3 No signs advertising the services to be performed by the Architect, or identifying any person, firm or entity concerned with the Design Services to be performed by the Architect shall be allowed at the Stadium Site or elsewhere unless approved in writing by the Authority and Team in advance, which approval shall be within the sole and exclusive discretion of the Authority and Team.

1.8 TAXATION

The Architect is responsible for any and all costs of taxes, license fees, royalties and related fees imposed by any Governmental Authority having jurisdiction over the Project and associated with the Design Services provided by the Architect.

1.9 NO WAIVER

The failure of the Authority or Team to insist upon strict performance of the Contract Documents or any of their rights on any occasion shall not be deemed a waiver of any rights under the Contract Documents or otherwise.

1.10 SEVERABILITY

Except as expressly provided to the contrary in the Contract Documents, each section, part, term and provision of the Contract Documents is severable from each other section, part, term and provision and if, for any reason, any section, part, term or provision of the Contract Documents is determined by a court or agency having valid jurisdiction in a decision which becomes final and not subject to appeal to which the parties are bound, to be invalid and contrary to, or in conflict with, any applicable law or regulation, the determination that the section, part, term, or provision is invalid will not impair the operation of, or have any other effect on, the other portions, sections, parts, terms and provisions of the Contract Documents as may remain otherwise enforceable, and all of the remaining sections, parts, terms, and provisions of the Contract Documents will continue to be given full force and effect and be binding. Any sections, parts, terms or provisions so determined to be invalid and/or contrary to, or in conflict with, any Applicable Laws will be severed from the Contract Documents without any further action of the Architect or the Authority to amend the Contract Documents. It is the intention of the Architect and the Authority that if any provision of the Contract Documents is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which will render it enforceable.

1.11 INTERPRETATION

The Authority and Architect acknowledge and agree that they have participated jointly in the negotiation and drafting of the Contract Documents to which they are parties. If an ambiguity or question of intent or interpretation arises, the Contract Documents are to be construed as if drafted jointly by the applicable Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of the Contract Documents.

1.12 MULTIPLE COUNTERPARTS; FAXES

The Contract Documents may be executed in counterparts. It is not necessary that the signature on behalf of each party appear on each counterpart copy, so long as each party executes the Contract Documents. All counterparts of the Contract Documents collectively constitute a single agreement. Authority is authorized to combine each party's execution sheets into a single document. A facsimile-transmitted signature of the Contract Documents or any document, instrument or agreement hereinafter executed or given in connection with the Contract Documents shall be considered valid and binding upon the parties as if an original.

1.13 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties and indemnifications set forth in the Contract Documents, and in any document, instrument or agreement executed or given in connection herewith, which by their terms are applicable after the term of the Contract Documents, will survive the expiration, suspension or termination of the Contract Documents.

ARTICLE 2

AUTHORIZED REPRESENTATIVES OF THE AUTHORITY AND TEAM

2.1 [RESERVED]

2.2 LIMITATION OF LIABILITY of PROJECT REPRESENTATIVE(S). Notwithstanding any of the rights and authority granted the Authority in the Design Services Agreement or the Contract Documents, the Authority and the Indemnitees are not and shall, in no event, be responsible or in any manner liable for any aspect of the Design Services, including, without limitation, design, engineering,

inspections, quality control, review and coordination of the Construction Documents or design administration services, which shall be provided solely by the Architect under the Design Services Agreement and Architect hereby specifically waives any and all claims against the Authority and the Indemnitees from or related to the same. Likewise, the Authority and the Indemnitees, are not and shall in no event, be responsible or in any manner liable for any aspect of the Construction Manager's Work, including, without limitation, construction management and administration, cost estimating, the GMP, the Contract Time, Value Engineering, scheduling, review and coordination of the Construction Documents, construction means, methods, techniques, inspections, safety, quality control, constructability sequences and procedures, which shall be performed solely by the Construction Manager under the Construction Services Agreement and Architect hereby specifically waives any and all claims against the Authority and the Indemnitees from or related to the same. In no event shall the Authority or Indemnitees have any responsibility for safety precautions and programs in connection with the Construction Manager's Work, notwithstanding any of the rights and authority granted the Authority and the Indemnitees in or under the Contract Documents

ARTICLE 3 **AUTHORITY**

3.1 [RESERVED]

3.2 [RESERVED]

3.3 EXTENT OF AUTHORITY RIGHTS

3.3.1 The rights stated in this **Article 3** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Authority (1) granted in the Contract Documents, (2) at law or (3) in equity.

3.3.2 It is the clear intent of the Parties that the Authority and the Indemnitees, will have no responsibility or liability for any aspect of the Design Services or Construction Manager's Work as defined in the Design Services Agreement with the Architect and the Construction Services Agreement with the Construction Manager, respectively. The Architect and Construction Manager acknowledge and agree to this provision by execution of their respective Contract Documents with the Authority.

ARTICLE 4 **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES; WEB-BASED PROJECT MANAGEMENT SYSTEM**

4.1–4.11 [RESERVED]

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Construction Manager or a Subcontractor, Sub-Subcontractors, Trade Contractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished to illustrate materials or equipment for some portion of the Work.

4.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4.12.4 Product Data, Samples and similar Submittals other than Shop Drawings are not Contract Documents. The purpose of the Submittal is to demonstrate for those portions of the Work for which Submittals are required the way the Construction Manager proposes to conform to the information given and the design concept expressed in the Contract Documents.

4.12.5 The Construction Manager shall review, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness, but in no event less than ten (10) days after receipt of same, and in such sequence as to cause no delay in the Work or in the activities of the Authority or any Trade Contractors. When and as requested by the Authority, Construction Manager and Architect shall tender to the SDC Group an agreed-upon schedule describing all Submittals, identifying the dates when Submittals are to be given to the Architect, establishing time for Architect's review of Submittals, and re-submission, if any, of Submittals by Construction Manager to Architect (the "Submittal Schedule"). The Authority will be provided with a copy of all approved Shop Drawings, Product Data, Samples and similar Submittals for the Project file.

4.12.6 The Construction Manager shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar Submittals until the respective submittal has been reviewed and approved by the Architect. Such Work shall be in accordance with approved Submittals.

4.12.7 By approving and submitting Shop Drawings, Product Data, Samples and similar Submittals, the Construction Manager represents that the Construction Manager has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

4.12.8 The Construction Manager shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar Submittals unless the Construction Manager has specifically informed the Architect in writing of the existence and nature of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Shop Drawings, Project Data, Samples or similar Submittals by the Architect's approval thereof.

4.12.9 The Construction Manager shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar Submittals, to revisions other than those requested by the Architect, or previous Submittals.

4.12.10 Informational Submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

4.12.11 When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Construction Manager shall provide the person or parties providing the certification with full information on the specified performance requirements of the materials, systems, or equipment. The certification shall be based on performance under the operating conditions identified in the Specifications. The Authority and Architect shall be entitled to rely upon the accuracy and completeness of such certificates.

4.12.12 All Shop Drawings, Product Data, Samples or similar Submittals must be submitted to, and approved by, the Architect. The Construction Manager shall represent and warrant that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the

Shop Drawing is prepared and, if required by the Contract Documents or applicable law, by a licensed engineer.

4.12.13 The Architect shall be responsible to review and approve Shop Drawings, Product Data, Samples or similar Submittals for conformance with the design requirements and criteria set forth in the Contract Documents. The Architect shall promptly review all such Shop Drawings, Product Data, Samples or similar Submittals and provide the Construction Manager with written notice of the Architect's approval or rejection, no less than ten (10) days after receipt of same, and in such sequence as to cause no delay in the Work or in the activities of the Authority or separate Trade Contractors, unless a shorter period of time is required by the Submittal Schedule. It is the responsibility of the Architect and Construction Manager to coordinate the schedule and sequence for review and approval of all Submittals in accordance with the Contract Documents and to work in a cooperative fashion to avoid any delays in the processing of Submittals. The Authority and Indemnitees will assume no responsibility or liability associated with delays in the review and/or approval of Submittals by either the Construction Manager, Architect or any other member of the Project Team.

4.12.14 Pursuant to its Standard of Care, the Architect will review and approve or take other appropriate action upon the Construction Manager's Submittals such as Shop Drawings, Product Data and Samples, for the purpose of: (1) verifying compliance with Applicable Laws and the NFL Rules and Regulations; and (2) confirming that such Submittals are in compliance with the requirements of the Contract Documents. Architect shall be responsible for determining what aspects of the Work shall be the subject of Shop Drawings and Submittals. Architect shall promptly inform the Authority when the Construction Manager, Subcontractor or a Trade Contractor has proceeded with any aspect of the Work in the absence of approved Shop Drawings and Submittals. Review of such Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Construction Manager as required by the Contract Documents. The Architect's review of the Construction Manager's Submittals shall not relieve the Construction Manager of the obligations under this **Paragraph 4.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Construction Manager, Subcontractors or separate Trade Contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review.

4.12.15 The Architect shall review and respond to requests for information ("RFI") about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness but no later than five (5) business days from approval so as not to delay the progress of the Work. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

4.13-4.21 [RESERVED]

4.22 WEB BASED OR OTHER PROJECT MANAGEMENT SYSTEM

4.22.1 If the Authority elects, in its sole discretion, to utilize a web-based or other project management system for the Project, the Architect and Construction Manager shall participate to the fullest extent possible in the utilization of the system.

4.22.2 All costs for the Architect's (including Subconsultants), Construction Manager's, Subcontractors' use of the project management system shall be included in the Design Services Fee or GMP, as applicable, and additional compensation shall not be permitted.

4.22.3 If the Architect's or Construction Manager's staff (or their Subconsultants or Subcontractors) are unfamiliar with the proper use of the project management system, the Architect and Construction Manager (and/or their Subconsultants or Subcontractors) shall provide its staff for training without additional compensation under the Contract Documents.

ARTICLE 5 **ARCHITECT**

5.1 ARCHITECT

5.1.1 [RESERVED]

5.1.2 Duties. Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Authority.

5.1.3 Review of the Contract Documents by Architect. The Contract Documents set forth the responsibilities of the Architect to carefully study and compare the Contract Documents with each other and with information furnished by the Authority and Team. The Architect is responsible to provide immediate notification to the Authority and Construction Manager of any errors, inconsistencies or omissions discovered in the Contract Documents.

5.1.4 Architect's Representations and Warranties.

The Architect represents and warrants the following to the Authority and Team, in addition to any other representations and warranties contained in the Contract Documents, as an inducement to the Authority to execute the Design Services Agreement, which representations and warranties shall survive the execution and delivery of the Design Services Agreement, any termination of the Design Services Agreement and the final completion of the Design Services:

- .1 that it is financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Architect's Design Services and perform all obligations hereunder;
- .2 that it is able to furnish the Architect's Design Services including all Drawings, Specifications, materials, supplies, equipment and labor required to complete the Architect's Design Services and perform its obligations hereunder;
- .3 that it is authorized to do business in the State of Minnesota and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Architect's Design Services;
- .4 that its execution of the Design Services Agreement and its performance thereof is within its duly authorized powers;
- .5 [RESERVED]
- .6 that it possesses a high level of experience and expertise in the programming, architectural design, engineering, and construction administration of projects of the size, scope, complexity and nature of this particular Project, that it has experience working with the NFL and understands the NFL Rules and Regulations, and that it will perform the Architect's Design Services in accordance with the Standard of Care.

The foregoing representations and warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Architect by law with respect to the Architect's duties, obligations and performance

hereunder. The Architect's liability hereunder shall survive the Authority's final acceptance of and payment for the Architect's Design Services. All representations and warranties set forth in the Design Services Agreement and these General Conditions, including, without limitation, this **Subparagraph 5.1.4**, shall survive the final completion of the Architect's Design Services or the earlier termination of the Design Services Agreement. The Architect acknowledges that the Authority and Team are relying upon the Architect's skills and experience in connection with the Architect's Design Services described herein.

5.1.5 Field Personnel. The Architect shall employ competent project architect(s) and competent field personnel and staff as outlined within **Exhibit 7** who shall be in attendance at the Stadium Site during performance of the Work. The project architect shall represent the Architect, and communications given to/by the project architect shall be as binding as if given to/by the Architect. Important communications shall be similarly confirmed on written request in each case. The project architect and field engineers shall be satisfactory to the Authority in all respects, and the Authority shall have the right to require Architect to dismiss from the Project any project architect or field engineer whose performance is not reasonably satisfactory to the Authority, and to replace such project architect or field engineer with a project architect or field engineer reasonably satisfactory to the Authority. The Architect shall not replace the project architect or field engineer without the prior approval of the SDC Group and written consent of the Authority.

5.1.6 [RESERVED]

ARTICLE 6

ADMINISTRATION OF THE CONTRACT DOCUMENTS

6.1 ADMINISTRATION OF THE CONTRACT DOCUMENTS

6.1.1 The Architect will be responsible to coordinate, manage and administer all Design Services of the Architect and the Subconsultants. The Architect is further responsible, as designated by the Authority, to coordinate, manage and administer the services to be provided by any Consultant contracted directly by the Authority or Team.

6.1.2 The Architect will staff the Stadium Site with no less than one (1) project architect, on a full-time basis and dedicated solely to the Project, qualified to assist in carrying out the Architect's responsibilities at the Stadium Site and assess the progress and quality of the completed Work and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. On the basis of on-site observations and inspections as an Architect, the Architect will keep the Authority informed of progress of the Work, and will guard the Authority against defects and deficiencies in the Work.

- .1 The Architect will make daily on-site observations to check the quality or quantity of the Work, shall carefully review the quantity and quality of the Work as part of Architect's Design Services, and shall issue written reports of such reviews, shall notify Authority immediately if any Work is found not to be in accordance with the Contract Documents.

6.1.3 Communications Facilitating Contract Administration. The Authority will communicate with the Architect and its Subconsultants through its designated representative. Communications by the Construction Manager with Subconsultants shall be through the Architect. Communications by the Architect with Subcontractors, Sub-Subcontractors and material suppliers shall be through the Construction Manager.

6.1.4 Based on the Architect's observations and evaluations of the Construction Manager's Application for Payment, the Authority shall review the amounts due the Construction Manager and shall issue a Certificate of Payment as deemed appropriate by the Authority in such amounts. The Architect will be responsible to review and approve the Applications for Payment submitted by the Construction Manager and to provide the Authority with certification that the Work included in the Construction Manager's Application for Payment has been completed.

6.1.5 The Architect shall recommend the rejection of Work that the Architect discovers does not conform to the Contract Documents. However, the Architect shall not have the authority to stop the Work on the Stadium Site. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Subparagraphs 15.5.2 and 15.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

6.1.6 As and when directed, the Architect will prepare Construction Change Directives, subject to the approval of the Authority, and may authorize minor changes in the Work as provided in Paragraph 9.4.

6.1.7 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion. The Architect will receive and review any and all records and written warranties and related documents required by the Construction Services Agreement or the Contract Documents and assembled by the Construction Manager or a Trade Contractor. The Architect will forward all such documentation to the Authority upon the Architect's review and acceptance. The Architect shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

6.1.8 The Architect will provide project representatives to assist in carrying out the Architect's responsibilities during the Construction Phase at the Stadium Site as set forth in Exhibit 7 of the Design Services Agreement. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit incorporated in the Contract Documents. Once agreed to by the Authority, the Architect shall not remove or replace the appointed representatives without the Authority's prior written consent.

6.1.9 Upon request of the Authority, Claims, disputes and other matters in question relating to the execution or progress of the Work or the interpretation of the Contract Documents may be referred by the Authority only to the Architect for initial recommendation, which the Architect shall render in writing within a reasonable time, not to exceed fifteen (15) days after the date on which such request is made.

6.1.10 Interpretations and recommendations of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of Drawings. When making such interpretations and recommendations, the Architect will endeavor to secure faithful performance by Authority and Construction Manager or Trade Contractor, and will not show partiality to any of them.

6.1.11 The Architect's Design Services shall comply with all Applicable Laws, NFL Rules and Regulations and the Standard of Care set forth in the Design Services Agreement.

6.1.12 Upon the Authority's request at any time during the Design Phases or Construction Administration Phase of the Project and as often as so requested, Architect shall promptly provide the Authority with progress prints. The Authority shall at all times have reasonable access to the files and personnel of

Architect and its Subconsultants relating to the Project in order to answer any reasonable questions the Authority may have related to the Architect's performance on the Project.

6.1.13 Before requesting any payment under the Design Services Agreement, and as a condition precedent to any enforceability of the Design Services Agreement by Architect, Architect shall have submitted to Authority and Authority shall have approved in writing a proposed Design Delivery Schedule setting out the dates on which Architect plans to complete the Conceptual Design Phase, Schematic Design Phase, Design Development Phase, Construction Document Phase, and Construction Administration Phase services. This schedule shall also set out the dates by which any actions, decisions, or information are required from the Authority or Construction Manager in order to permit the Architect to perform according to this schedule.

6.1.14 All services provided by the Architect shall be performed in a reasonably prompt manner and shall be in accordance with the Standard of Care, and Architect shall be responsible for all services provided hereunder whether such services are provided directly by Architect or by any Subconsultants hired by Architect. The Architect will perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay and will give this Project such priority in its office as is necessary to cause the Architect's services hereunder to be timely and properly performed.

6.1.15 The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for the Construction Manager's failure to carry out the Work in accordance with the Contract Documents, provided such failure of the Construction Manager is not caused by the negligent or willful act of the Architect. The Architect shall not be responsible for, nor have control over, the acts or omissions of the Construction Manager, Subcontractors, and any of their agents or employees, or any other persons performing any of the Construction Manager's Work.

6.1.16 The Architect shall take reasonable care to protect the safety of any Person providing or assisting with the Design Services on the Stadium Site whether employed by the Architect, a Subconsultant or otherwise under contract with the Architect or a Subconsultant. The Architect shall require its employees and Subconsultants to comply with the Project Safety Program.

6.2 CLAIMS AND DISPUTES

6.2.1 A Claim is a demand or assertion by one of the parties seeking as a matter of right, adjustment or interpretation of terms, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "**Claim**" also includes other disputes and matters in question between the Authority and the Architect, between the Architect and the Construction Manager, or between the Authority and the Construction Manager arising out of or relating to the 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 SDC Group and the Authority. The responsibility to substantiate Claims shall rest with the Party making the Claim.

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

6.2.3 Except as provided in **Subparagraph 6.2.6** below, Claims by any party 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 SDC Group and shall use its best efforts to cooperate with the Authority and SDC Group 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. Any additional Claim related to the initial Claim that is made after the initial Claim has been implemented by Contract Revision will not be considered. 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** shall not commence until a written notice from the claimant is received by the Authority. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the claimant that will facilitate prompt verification and evaluation of the Claim.

- 6.2.4 Pending final resolution of a Claim, unless otherwise agreed in writing, the Architect shall proceed diligently with performance of the Design Services, and the Authority shall continue to make payments in accordance with the Contract Documents. In the event the Architect fails to diligently proceed with the Design Services during a period of dispute resolution, the Authority may procure necessary replacement services and back-charge all associated costs to the Architect.
- 6.2.5 The making of a progress payment by the Authority shall constitute a waiver of any right to make Claims by the Architect occurring prior to the time covered by such progress payment except those Claims that have been submitted pursuant to this **Paragraph 6.2**. The making of final payment shall constitute a waiver of Claims by the Architect except those Claims previously made pursuant to this Paragraph 6.2 that are unresolved as of the date of final payment or that may arise from events occurring after receipt of final payment by the Authority.
- 6.2.6 If any party to any of the Contract Documents suffers injury or damage to person or property because of an act or omission of any other party, of any of such other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

6.3 REVIEW OF CLAIMS AND DISPUTES

- 6.3.1 The SDC Group, will review all Claims once submitted by the Architect and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) submit a schedule to the parties indicating when the SDC Group expects to take make a recommendation, (3) reject the Claim in whole or in part, stating reasons for rejection, (4) recommend approval of the Claim, (5) suggest a compromise, or (6) 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 surety, if any, of the nature and amount of the Claim.
- 6.3.2 If a Claim submitted to the SDC Group has been resolved, the Authority will prepare or obtain appropriate documentation.
- 6.3.3 If a Claim submitted to the SDC Group has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the SDC Group, the SDC Group will, in a timely fashion, notify the parties in writing that the SDC Group's recommendation will be made within seven (7) days. Upon expiration of such time period, the SDC Group will render

to the parties its final recommendation relative to the Claim including any recommended change in the GMP or Contract Time or both. The parties may then (1) agree to resolve the Claim or (2) proceed pursuant to **Paragraph 6.4**. If the SDC Group's recommendation is not submitted within 30 days of the SDC Group's receipt of the Claim, the Claim shall be denied.

6.4 DISPUTE RESOLUTION

- 6.4.1 For claims involving any member of the Project Team, the parties to such dispute shall attempt in good faith to mediate the dispute and use their best efforts to reach agreement on the matters of dispute. The parties shall submit a written demand for mediation to the Authority, which shall describe in detail the facts and circumstances of the dispute. The Authority shall designate a neutral third party to serve as mediator. The mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding on the parties involved in the dispute. The opinion shall be submitted to the parties in dispute within twenty (20) days of the mediator hearing the dispute. The parties in dispute will then agree within ten (10) days to resolve the dispute pursuant to the mediator's advice or submit the matter to arbitration pursuant to the General Conditions. The mediator's costs shall be shared equally by the parties in dispute.
- 6.4.2 Any controversy or Claim arising out of or related to any agreement between the Authority, the Construction Manager, the Architect or any Subcontractor, or any of them, or the breach thereof, shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("**AAA Rules**") in effect as of the date of this Design Services Agreement, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof. All proceedings set forth under this **Paragraph 6.4** shall be conducted in Minneapolis, Minnesota.
- 6.4.3 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, Construction Manager or the Architect, to the extent they are not otherwise a party to the arbitration. Claims subject to arbitration shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect as of the date of this Design Services Agreement, unless all parties to the arbitration agree otherwise. At the Authority's election, and its sole discretion, it may invoke expedited procedures under the AAA Rules for hearing and consideration of any such arbitration proceedings initiated under the Contract Documents. The Project Team acknowledges and agrees that Minn. Stat. §544.42 does not apply to this Project.
- 6.4.4 During arbitration proceedings, the Authority, Architect and any Subconsultant shall comply with **Subparagraph 6.2.4**.
- 6.4.5 Demand for arbitration shall be made only after the parties to a claim have attempted to resolve the dispute pursuant to **Subparagraph 6.4.1** hereof, and within a reasonable time after the claim, dispute, or other matter in question has arisen. Demand for arbitration shall not be made after any legal or equitable claim, or other matter in question, would be barred by any applicable statute of limitation or repose.
- 6.4.6 Any arbitration shall include, by consolidation or joinder, the Construction Manager, Architect, Subcontractors, Subconsultants, Trade Contractors as described in **Article 8** and other Persons substantially involved in a common question of fact or law if the presence of any such Person is required if complete relief is to be accorded in arbitration. The foregoing agreement to arbitrate and to joinder of parties and claims shall be specifically enforceable under applicable law in any

court having jurisdiction thereof. Any contract between the Construction Manager and any Subcontractor, and the Architect and any Subconsultant, shall include provisions for arbitration consistent with this **Paragraph 6.4.**

6.4.7 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 [RESERVED]

ARTICLE 8 [RESERVED]

ARTICLE 9
CHANGES IN THE WORK.

9.1-9.2 [RESERVED]

9.3 CONSTRUCTION CHANGE DIRECTIVES

9.3.1 A Construction Change Directive is a written order prepared by the Architect, after full consultation with and signed and delivered by the Authority, directing a change in the Work. A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

9.4 MINOR CHANGES IN THE CONSTRUCTION MANAGER'S WORK

9.4.1 The Architect will have authority, with the prior written approval of the Authority, to order minor changes in the Construction Manager's Work not involving adjustment in the GMP or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Authority, Architect and Construction Manager. The Construction Manager shall carry out such written orders promptly.

9.5 RESERVED

ARTICLE 10 [RESERVED]

ARTICLE 11
PAYMENT AND COMPLETION

11.1-11.7 [RESERVED]

11.8 SUBSTANTIAL COMPLETION

11.8.1 "Substantial Completion" or "Substantially Complete" shall mean the Work (or separable units or phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for opening to the general public and full occupancy or use by Authority (it being understood that, without limitation of the foregoing, all suites, concessions and other income-generating areas and all areas serving the general public shall be ready for full operation without material inconvenience or discomfort). A minor amount of work, as determined by and at the discretion of Authority, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or

correction of minor exterior work that cannot be completed due to weather conditions, will not delay determination of Substantial Completion. For purposes of Substantial Completion, specified areas of the entire Work or Project may be individually judged as Substantially Complete. In no event shall Substantial Completion be deemed to have occurred unless such certificates or licenses as required for opening of the Project to the general public have been issued to Authority.

11.8.2 When the Construction Manager considers that the Work, or a portion thereof which the Authority and Architect agree to accept separately, is Substantially Complete, the Construction Manager shall prepare and submit to the Architect and the Authority a comprehensive list of items to be completed or corrected. The Construction Manager shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents. The Authority and the Architect reserve the right to add to the list within thirty (30) days after receipt of an acceptable list from the Construction Manager. Upon receipt of the Construction Manager's list, the Architect and Authority will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the Construction Manager's list, which is not in accordance with the requirements of the Contract Documents, the Construction Manager shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect or Authority. The Construction Manager shall then submit a request for another inspection by the Architect and Authority to determine Substantial Completion. When the Work or designated portion thereof is Substantially Complete, the Architect, with assistance from the Authority, will prepare a Certificate of Substantial Completion. The date of Substantial Completion shall establish responsibilities of the Authority and the Construction Manager for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Construction Manager shall finish all items on the list accompanying the Certificate of Substantial Completion which shall identify all non-conforming, defective and incomplete Work. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Authority and the Construction Manager for their written acceptance of responsibilities assigned to them in such Certificate.

ARTICLE 12
PROTECTION OF PERSONS AND PROPERTY

12.1 SAFETY PRECAUTIONS AND PROGRAMS

12.1.1 The Construction Manager shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Construction Services Agreement. The Construction Manager is responsible to prepare and administer the Project Safety Program. The Architect shall report any violations of the Project Safety Program that it observes to the Construction Manager and the Authority.

ARTICLE 13 [RESERVED]

ARTICLE 14 [RESERVED]

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 [RESERVED]

15.1.1 [RESERVED]

15.1.2 Historical lack of enforcement of any Applicable Law shall not constitute a waiver of the Architect's responsibility for compliance with such law in a manner consistent with the Contract Documents unless and until the Architect has received written consent for the waiver of such compliance from the Authority and the agency responsible for the Applicable Law enforcement.

15.2 [RESERVED]

15.3 WRITTEN NOTICE

15.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the business address set forth on Appendix B hereto and made a part hereof, or to any other address identified in writing by any party hereto.

15.4 RIGHTS AND REMEDIES

15.4.1 Except as expressly provided herein, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

15.4.2 No action or failure to act by the Authority or Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

15.5 TESTS AND INSPECTIONS

15.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of Governmental Authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Construction Manager shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity designated by the Authority, or with the appropriate Governmental Authorities, and the Authority shall bear all related costs of tests, inspections and approvals. The Construction Manager shall give the Architect timely notice of when and where tests and inspections are to be made so the Architect may observe such procedures. The Authority shall bear costs of tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded.

15.5.2 If the Architect, Authority or Governmental Authorities having jurisdiction determine what portions of the Work require additional testing, inspection or approval not included under Subparagraph 15.5.1 the Architect will, upon written authorization from the Authority, instruct the Construction Manager to make arrangements for such additional testing, inspection or approval by an entity designated by the Authority, and the Construction Manager shall give timely notice to the Architect of when and where tests and inspections are to be made so the Architect may observe such procedures. The Authority shall bear such costs except as provided in Subparagraph 15.5.3.

15.5.3 If such procedures for testing, inspection or approval under Subparagraphs 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Construction Manager shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses. The Construction Manager also agrees that the cost of testing services required for the convenience of the Construction Manager in its scheduling and performance of the Work, and the cost of testing services related to remedial operations performed to correct deficiencies in the Work shall be borne by the Construction Manager.

15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Construction Manager and promptly delivered to the Architect.

15.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

15.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

15.6 GENERAL PROVISIONS

15.6.1 [RESERVED]

15.6.2 Whenever possible, each provision of the Contract Documents, the Construction Services Agreement and the Design Services Agreement shall be interpreted in a manner as to be effective and valid under Applicable Laws. If, however, any provision of the Contract Documents, or portion thereof, is prohibited by law or found invalid under any law, any such provision or portion thereof shall be ineffective, without in any manner invalidation or affecting the remaining provisions of the Contract Documents, the Construction Services Agreement and the Design Services Agreement or valid portions of such provision, which are hereby deemed severable.

15.6.3 Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

15.6.4 Any specific requirement in the Contract Documents or the Construction Services Agreement that the responsibilities or obligations of the Construction Manager also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Construction Manager's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable Subcontract.

15.6.5 Any specific requirements in the Contract Documents or of the Design Services Agreement that are the responsibilities or obligations of the Architect also apply to a Subconsultant of the Architect and are also hereby deemed to include a Subconsultant of the Architect of any tier. The omission of a reference to a Subconsultant of the Architect in connection with any of the Architect's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subconsultant of the Architect of any tier under the Contract Documents or any the applicable subcontract.

15.6.6 If any legal action, litigation or other proceeding, including arbitration, is brought for the enforcement of the Construction Services Agreement, the Design Services Agreement, or the Contract Documents and/or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of the Construction Services Agreement, the Design Services Agreement or the Contract

Documents, the prevailing Party shall be entitled to recover, in addition to all other amounts awarded, reasonable attorneys' fees all reasonable costs and fees associated with paralegal, experts, consultants, or others engaged for the purposes of the litigation or proceeding, in addition to court costs, the expenses of arbitration, and other reasonable costs bringing or defending the action, and, in addition, any other relief of which it may be entitled.

ARTICLE 16 [RESERVED]

APPENDIX A
TO THE GENERAL CONDITIONS

DEFINITIONS

Defined terms as used in the 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.

“**ADA**” shall mean Title III of the Americans with Disabilities Act and the regulations and definitive guidelines issued thereunder by the United States Department of Justice concerning accessibility of places and public accommodation and commercial facilities, as well as any other Applicable Law governing the same or similar subject matter.

“**Addenda**” shall mean shall written or graphic instruments issued prior to the execution of the Construction Services Agreement which modify or interpret the Contract Documents, including the Drawings and Specifications, by additions, deletions, clarifications or corrections.

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

“**Additional Services**” shall mean services beyond the scope of Design Services that are authorized or approved in writing by Contract Revision by the Authority as described in detail in **Paragraph 2.2** of the Design Services Agreement.

“**Additional Services Authorization**” shall mean the Authority’s written approval of an Additional Service proposed by the Architect, as described in **Paragraph 2.2** 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 Design Services Agreement and Contract Documents 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.

“**Agreement**” shall mean Construction Services Agreement (in the case of the Construction Manager) or Design Services Agreement (in the case of the Architect).

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

“**Applicable Law**” 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, Team, Architect, Construction Manager, 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 Law 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 Construction Manager’s or Architect’s monthly requisition for payment which shall be submitted on the form attached to or identified in the Construction Services Agreement (in the case of the Construction Manager) or Design Services Agreement (in the case of the Architect).

“**Architect**” shall mean [INSERT NAME] its principals, officers, employees, agents, and the permitted successors and assigns, or such other firm of licensed architects and/or engineers as may be designated by Authority from time to time. For the purpose of the Design Services Agreement and the Contract Documents, “Architect” also includes the Architect’s Subconsultants, unless otherwise specified.

“**Architect’s Subconsultant Agreement**” shall mean the written agreement between the Architect and any of the Architect’s Subconsultants covering performance by the Architect’s Subconsultant of a portion of the Architect’s Design Services under the Design Services Agreement.

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

“**Authority-Furnished Items**” shall mean materials and other items selected and purchased by the Authority, outside of the Construction Services Agreement for installation in the Project by a Trade Contractor.

“**Authorized Representative**” shall mean an individual, designated in writing by each party, who shall be authorized to bind that party under the terms of the Contract Documents.

“**Basic Services**” or “**Designated Services**” shall mean Construction Manager’s Work (in the case of the Construction Manager) or the Architect’s Design Services (in the case of the Architect).

“**Bid Documents**” shall mean the procedural documents and Bid Packages submitted to prospective Subcontractors in connection with the competitive bidding process.

“**Bid Package**” shall mean the collection of pertinent portions of the Construction Documents into a package suitable for bidding by prospective Subcontractors working in a specific trade.

“**Bidder’s List**” shall mean a list of pre-qualified prospective Subcontractors prepared by the Construction Manager and approved by the Authority, in consultation with the Architect.

“**Building Information Modeling**” or “**BIM**” shall have the meaning set forth in Exhibit 1 to the Design Services Agreement.

“**Bulletin**” shall mean written or graphic instruments issued by the Architect after the execution of the Construction Services Agreement which request a proposal from the Construction Manager that, if approved by the Authority, will cause the execution of a Contract Revision to modify the Contract Documents.

“**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 the certificate, issued on a monthly basis, indicating the amount that the Construction Manager is entitled to be paid in connection with each Application for Payment.

“**Change**” shall mean an agreed-upon modification to the Construction Manager’s Work which affects the GMP and/or the Contract Time.

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

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

“**Claim**” shall mean a demand or assertion by one of the Parties seeking as a matter of right, adjustment or interpretation of the terms, payment of money, extension of time or other relief with respect to the terms of the Agreement.

“**Conceptual Design Documents**” shall mean the preliminary project work plan, programming report, and pre-design document, concept sketches and renderings illustrating the scale and relationship of the Project components.

“**Conceptual Design Phase**” shall mean the Phase during which the Conceptual Design Documents are being prepared by the Architect.

“**Confidential Information**” shall mean all information (whether or not specifically labeled or identified as confidential), in any form or medium, which is disclosed to or learned by the Architect and/or the Architect’s Subconsultants, the Construction Manager and/or the Construction Manager’s Subcontractors, Trade Contractors or any other member of the Project Team in the performance of the Contract Documents, or acquired directly or indirectly such as in the course of discussion or investigations by the Architect and the Architect’s Subconsultants, and which relates to the Authority or Team’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 9.3 of the General Conditions.

“Construction Cost” shall mean the total cost or, to the extent that the Project is not completed, the estimated cost to the Authority of all elements of the Construction Manager’s Work as designed or specified in the Construction Documents.

“Construction Documents” shall mean those deliverables to be provided by the Architect, which are necessary to complete the Work, including, but not limited to, the Drawings, Specifications, Addenda, Bulletins and the Project Manual.

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

“Construction Management Plan” shall mean a comprehensive document prepared by the Construction Manager, for review and approval by the Authority, setting forth in detail the Construction Manager’s planning, administrative and management techniques to complete the Construction Manager’s Work. The Construction Management Plan shall include, without limitation, the GMP, detailed Estimates of Construction Costs, the Construction Schedule, the Project Manual, the Schedule of Values and other information requested by the Authority.

“Construction Manager” shall mean a partnership, corporation, joint venture, other legal entity or any combination thereof, which has entered into the Construction Services Agreement with the Authority for completion of the Construction Manager’s Work on the Project.

“Construction Manager’s Work” shall mean the complete and total construction as described in and required by the Contract Documents, including preconstruction services and construction services, whether completed or partially completed, and includes all other labor, materials, equipment and services to be provided by the Construction Manager to fulfill its obligations under the Contract Documents. The Construction Manager’s Work may constitute the whole or a part of the Project. The Construction Manager’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 Construction Manager. The Construction Manager’s Work shall be performed in strict accordance with all provisions of the Act.

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

“Construction Schedule” shall mean the schedule prepared by the Construction Manager in CPM format and approved by the SDC Group and with the written approval of the Authority, and all adjustments thereto approved by the Authority, that describes the sequence and timing of the Construction Manager’s Work on the Project.

“Construction Services Agreement” shall mean the written agreement between the Authority and the Construction Manager.

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

“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 the Team and the Consultant, and includes all labor, materials, equipment and services to be provided by the Consultant to fulfill its obligations under the Contract Documents.

“Consulting Services Agreement” shall mean a contract between the Authority or the Team 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 Documents” shall mean the complete body of contractual documents that define the Construction Manager’s Work, the Trade Contractor’s Work and collectively describe the complete scope of Work that comprises the Project. The Contract Documents include all documents with respect to the overall Project relationship between the Authority, the Construction Manager, and Trade Contractor’s, and shall specifically include the Construction Services Agreement, Trade Contract Agreements, all exhibits attached to such agreements, the General Conditions to the Construction Services Agreement, Drawings, Specifications, Addenda, Bulletins, the Project Manual, the GMP, the Construction Schedule prepared and approved in accordance with the Construction Services Agreement and other required Submittals.

“Contract Revision” shall mean a written instrument prepared by the Authority and signed by the Authority and Construction Manager (in the case of the Construction Services Agreement), or signed by the Authority and Architect (in the case of the Design Services Agreement), stating their agreement upon a change in the Construction Manager’s Work; the amount of the adjustment in the GMP, if any; the extent of the adjustment in the Contract Time, if any, and the updated Schedule of Values in the case of the Construction Services Agreement, or stating their agreement upon a change in the Design Services Fee or Contract Time (in the case of the Design Services Agreement).

“Contract Time” shall be as provided in the Construction Services Agreement.

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

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

“Critical Path” shall mean those 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 Work as anticipated on the approved Construction Schedule.

“Design Delivery Schedule” shall mean the schedule covering Design Services to be performed by the Architect and the Architect’s Consultants as set forth in **Article 4** of the Design Services Agreement, and as the same may be modified by mutual agreement of the Parties

“Design Development Documents” shall mean the Drawings, Specifications and other documents prepared by the Architect that establish and describe the size and character of the Project as to architectural, civil, structural, landscape, 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 and as more specifically described in the Design Services Agreement.

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

“Design Document Works” shall have the meaning set forth in **Paragraph 1.3** of the Design Services Agreement.

“Design Documents” shall mean, collectively and as applicable, the Concept Design Documents, Schematic Design Documents, the Design Development Documents and the Construction Documents prepared by the Architect.

“Design Phases” shall mean those Phases which are preparatory to the physical construction of the Project 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 Project, and includes all labor, materials, equipment and services to be provided by the Architect to fulfill its obligations under the Design Services 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 Architect, and shall include all necessary and appropriate coordination and integration of the Consultant’s Services to allow the Construction Manager and Trade Contractors to complete the Work in accordance with the Contract Documents. The Design Services shall be performed in strict accordance with all provisions of the Act.

“Design Services Contract Time” shall have the meaning ascribed to such term in Paragraph 4.1 of the Design Services Agreement.

“Design Services Fee” shall mean the total cost for the Architect to complete the Design Services in accordance with the Contract Documents, including, all costs, expenses, profit and overhead of the Architect, and its Subconsultants, to include all related Direct Personnel Expenses and Reimbursable Expenses.

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

“Designated Services” shall mean the Architect’s Design Services provided in Exhibit 1, attached to the Design Services Agreement.

“Direct Personnel Expenses” shall mean all direct and indirect costs of employment including salaries, wages, insurance, customary and/or special benefits associated with the employment of a Person by the Architect for the Design Services.

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

“**Early Release Bid Packages**” shall mean those bid packages prepared by the Architect in connection with the Fast-Track Construction process, which are put out for bidding prior to final completion of the remainder of the Construction Documents.

“**EAW**” shall mean any environmental assessment worksheet required under the Applicable Laws.

“**EIS**” shall mean any environmental impact statement required under the Applicable Laws.

“**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: (i) pollution or pollution control; (ii) protection of human health or the environment; (iii) the presence, use, management, generation, processing, treatment, recycling, transport, storage, collection, disposal or release or threat of release of Regulated Substances; (iv) the presence of Contamination; and (v) the protection of endangered or threatened species.

“**Estimated Construction Costs**” shall mean the estimated cost from the Construction Manager, and Trade Contractors if applicable, of all elements of the Project designed or specified by Architect, Subconsultants and Consultants. Estimated Construction Costs will not include the compensation of Architect, Subconsultants, or Consultants, the cost of the acquisition of the Stadium Site (or any development rights or zoning entitlements from adjoining properties) or the costs incurred by Authority in connection with Authority’s responsibilities under **Article 3** of the Design Services Agreement.

“**Existing Stadium**” shall mean the Mall of America Field at Hubert H. Humphrey Metrodome in Minneapolis, Minnesota.

“**FF&E**” shall mean, collectively, furniture, furnishings, fixtures, accessories, equipment and similar items designed or specified by the Architect that comprise a portion of the Work.

“**FF&E Budget**” shall mean a budget covering only FF&E. The FF&E Budget is separate from the Construction Cost.

“**Final Completion**” shall mean that the Construction Manager has satisfactorily completed all of the Construction Manager’s Work in strict conformity with the requirements of the Contract Documents, and the Work has been finally accepted by the Authority.

“**Final Payment**” shall mean the last payment to the Construction Manager, including retainage, in connection with the Construction Manager’s Work.

“**Fixed Construction Budget**” shall mean the maximum established cost for the Work. The Fixed Construction Budget shall establish the basis for determining the sum of the GMP in the Construction Services Agreement and any GMPs in Trade Contracts, including any maximum amounts for specific line items. The Fixed Construction Budget for the Work is an amount to be determined by the Authority and Team.

“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 labor strikes

“General Conditions” shall mean the General Conditions of the Contracts for Design and Construction.

“GMP” or “Guaranteed Maximum Price (GMP)” shall mean the amount to be paid to the Construction Manager under the Construction Services Agreement for the Construction Manager’s Work.

“GMP Pricing Documents” shall mean the Design Development Documents and such other Construction Documents as may be required by the SDC Group or the Authority to establish the GMP with the Construction Manager.

“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, Work, Stadium Site, Adjacent Property, Authority, Team, Consultant, Architect, Subconsultant, Construction Manager, Subcontractor, Trade Contractor, 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, Work, Stadium Site, Adjacent Property, Authority, Team, Consultant, Architect, Subconsultant, Construction Manager, Subcontractor, Trade Contractor, 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.

“Green Globes” shall mean the requirements, standards and rating system developed by the Green Building Initiative for environmental design.

“Guaranteed Maximum Price” or “GMP” shall mean the absolute not-to-exceed limit for the Cost of the Construction Manager’s Work or any Trade Contractor’s Work, as applicable, as required by the Act, and to be paid to the Construction Manager under the Construction Services Agreement for the Construction Manager’s Work or to any such Trade Contractor under the applicable Trade Contract.

“Hazardous Materials” shall mean: (1) 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; (2) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in (or for the purposes of) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, *et seq.*), as amended, and regulations promulgated thereunder; (3) any “hazardous waste” or “hazardous substance” as defined by applicable Minnesota State laws and regulations), as amended, and regulations promulgated thereunder; and (4) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning such waste, substance or material.

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

“**Indemnitees**” shall mean the Minnesota Sports Facilities Authority, Minnesota Vikings Football, LLC, Hammes Company Sports Development, Inc., Icon Venue Group, Inc., Construction Manager, Lender(s), their Affiliated Parties and each of the foregoing Person’s elected officials, appointed officials, board members, directors, officers, shareholders, affiliates, subsidiaries, parent companies, members, owners, agents, representatives, lenders, 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.

“**Key Personnel**” shall mean those employees of the Architect and Construction Manager, who will have primary responsibility for implementing the Architect’s obligations under the Design Services Agreement and the Construction Manager’s Work under the Construction Services Agreement, respectively.

“**LEED**” or “**Leadership in Energy and Environmental Design (LEED)**” shall mean the requirements, standards and rating system developed by the U.S. Green Building Council for environmental design.

“**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 Budget**” means the budget to be prepared by the Authority which incorporates all of the costs associated with the Project in accordance with the Act.

“**Master Project Schedule**” means the schedule to be prepared by the Authority which incorporates the Construction Schedule developed by the Construction Manager and the Design Delivery Schedule developed by the Architect and all other primary activities associated with the Project

“**MEP**” shall mean mechanical, electrical and/or plumbing fixtures or systems.

“**MGDPA**” shall have the meaning set forth in **Paragraph 12.9** of the Design Services Agreement.

“**Minimum Design Standards**” shall be the standards and criteria agreed to on **Exhibit 9** to the Design Services Agreement.

“**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, including specifically the NFL facility guidelines, 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 Law.

“Party” or **“Parties”** shall mean the Authority and Architect, as applicable.

“Person” shall mean: (1) 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; (2) any Federal, State, county or municipal government (or any bureau, department, agency or instrumentality thereof); and (3) 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 Architect’s Design Services or Construction Manager’s Work under the Design Services Agreement and Contract Documents, as applicable.

“Program” shall mean a narrative description of the requirements desired by the Authority and Team and prepared by the Architect to be incorporated into the design of the Project, which shall form the basis for preparation by the Architect of the Design Documents for the Project.

“Project” shall mean the development, design, construction and equipping of the Stadium and the Stadium Infrastructure and any related activities in accordance with the Act.

“Project Costs” shall mean all costs authorized under the Preliminary Development Agreement or Development Agreement by and between the Authority and the Team to be incurred in the furtherance of the Project, including the costs of acquiring the Stadium Site and certain temporary relocation costs of the Team.

“Project Manual” shall mean a written volume assembled for the Work that includes specific instructions to the Project Team setting forth the requirements, policies and procedures for performance and execution of the Design Services and Work and that contains, among other things, the General and Supplementary Conditions and Specifications of the Construction Services Agreement.

“Project Safety Program” shall be developed by Construction Manager pursuant to the Construction Services Agreement.

“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 or Team, including the Construction Manager and its Subcontractors, Sub-Subcontractors, material and equipment suppliers, 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 or Team. The Authority must provide written approval of all agreements or contracts, consistent with the terms and conditions of the Contract Documents, with any member of the Project Team before any services or Work is to be provided or performed on the Project.

“Project Website” shall mean the website managed and maintained by the Architect.

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

Record Drawings shall mean a reproducible set of Construction Documents into which the Architect has incorporated: (1) clarifications, sketches and other modifications made by the Architect during the Construction Phase; and (2) significant changes in the Work made during construction as shown on the Construction Manager'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.

Reimbursable Expenses shall mean actual, out-of-pocket expenses incurred by the Architect and the Architect's Subconsultants for the benefit of the Project.

Reimbursable Expense Budget shall mean the Architect's budget for Reimbursable Expenses as set forth in the Design Services Agreement.

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.

Retractable Feature shall mean an alternative design option to a fixed-roof stadium that would provide for an operable roof or other open air options for the Stadium.

RFI shall mean a request for information or clarification directed by the Construction Manager and/or a Subcontractor to the Architect.

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

Schedule of Values shall mean an allocation of the entire GMP among the various portions of the Work as required by the Authority and to be provided by the Construction Manager.

Schematic Design Documents means drawings prepared by the Architect that illustrate the scale and relationship of the various Project 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 Architect.

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

Specifications shall mean the written specifications prepared by Architect, Subconsultants and Consultants consisting of the written requirements for materials, equipment, technical requirements and construction systems, standards and workmanship for the 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 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 Details**” shall mean design details developed by the Architect and the Architect’s Subconsultants over time, and used routinely in their respective practices.

“**Standard of Care**” 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 projects of similar scope, function, size, quality, complexity and detail, including the design of similar 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.

“**State-of-the-Art**” shall have the meaning set forth in Subparagraph 2.1.13 of the Design Services Agreement.

“**Subconsultant**” shall mean a Person engaged or to be engaged by the 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 Construction Manager and a Subcontractor for the performance of a portion of the Construction Manager’s Work.

“**Subcontractor**” shall mean a Person engaged by the Construction Manager to perform a portion of the Construction Manager’s Work. The term “Subcontractor” also includes any lower tier Sub-Subcontractor engaged 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.

“**Submittal Log**” shall mean a log maintained by the Architect indicating the dates of submission of Shop Drawings and other Submittals by the Construction Manager, and their return after review by the Architect.

“**Submittal Schedule**” shall have the meaning set forth in Subparagraph 4.12.5 of the General Conditions.

“**Substantial Completion**” shall have the meaning set forth in Subparagraph **11.8.1** of the General Conditions.

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

“Substantial Completion Date” shall mean the date identified in the Architect’s Substantial Completion Certificate when the 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 Construction Manager and approved in writing by Authority and Architect.

“Supplier” or **“Materialman”** shall mean a Person who has an agreement with the Architect, Construction Manager, 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 Work.

“Suspension” shall mean a delay, re-sequencing, stoppage and/or interruption of the Construction Manager’s Work or the Architect’s Services (in whole or in part), in response to a written directive from the Authority.

“Team” shall mean, the Minnesota Vikings Football, LLC, or any person who purchases or otherwise takes ownership or control of or reconstitutes the NFL team known as the Minnesota Vikings.

“Termination for Convenience” shall mean the termination of a Party under the Contract Documents by the Authority without cause.

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

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

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

“Trade Contractor” shall mean a Person other than the Construction Manager or its Subcontractors that has a direct contract with the Authority to perform a portion of the Work. The term “Trade Contractor” also includes any lower tier contractor engaged by a Trade Contractor.

“Trade Contractor’s Work” shall mean the complete and total construction of a portion of the Work to be performed by a Trade Contractor as described in a Trade Contract between the Authority and Trade Contractor, and includes all labor, materials, equipment and services to be provided by the Trade Contractor to fulfill its obligations under the Contract Documents. For purposes of these General Conditions, the terms and conditions affecting the Construction Manager shall apply to 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 or Team 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: (1) 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 (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

“Unique Elements” shall have the meaning set forth in **Paragraph 1.3** of the Design Services Agreement.

“Value Engineering” shall mean an analysis of the feasibility of alternative systems, equipment and materials to identify such alternative systems, equipment and materials of equivalent quality, and having equivalent characteristics, to those specified in the Design Documents that can be fully specified, obtained and installed at a lower price or, in the sole judgment of the Authority and Team, more-desirable operating characteristics or greater functionality or any combination of these. Value Engineering may also include the process whereby the Design Documents are reviewed by the Project Team for the purpose of bringing estimated Construction Cost within the Fixed Construction Budget including, but not limited to, reviewing Construction Manager proposals that are designed to reduce Construction Cost and enhance the Project. As part of this process, the Design Documents are revised by the Architect as necessary to maintain the Fixed Construction Budget.

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

“Work” shall mean the Construction Manager’s Work and any Trade Contractor’s Work.

APPENDIX B TO THE GENERAL CONDITIONS

WRITTEN NOTICE ADDRESSES

Every notice, demand, request, consent, approval or other communication in connection with breach, indemnity, suspension, termination and/or default, which either party hereto is required or desires to give or make to the other party hereto shall, notwithstanding any other provisions of the Design Services 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:

If to Authority, to:	Metropolitan Sports Facility Authorities 900 South Fifth Street Minneapolis, MN 55415 Attention: CEO/Executive Director Fax: 612-332-8334
with a copy to:	Dorsey & Whitney, LLP Suite 1500 50 South Sixth Street Minneapolis, MN 55402-1498 Attention: Jay L. Lindgren Fax: 612-340-2868
with a copy to:	Fabyanske, Westra, Hart & Thomson PA 800 LaSalle Avenue, Suite 1900 Minneapolis, MN 55402 Attention: Dean B. Thomson Fax: 612-359-7602
If to Architect, to:	HKS, Inc. 1919 McKinney Avenue Dallas, Texas 75201 Attention: Craig Williams Fax No.: (214) 969-3397
with a copy to:	HKS, Inc. 1919 McKinney Avenue Dallas, Texas 75201 Attention: John Hutchings _____ Fax No.: (214) 969-3397 _____

If to Team, to:	Minnesota Vikings Football, LLC 9520 Viking Drive Eden Prairie, MN 55344 Attention: Kevin Warren Vice President of Legal Affairs & Chief Administrative Officer Fax No.: 952-828-6514
with copies to:	Garden Homes 820 Morris Turnpike Short Hills, NJ 07078 Attention: Donald Becker Consultant – Stadium & Real Estate Development Fax: 952-828-6514
with a copy to:	Briggs and Morgan 2200 IDS Center 80 South Eighth Street Minneapolis, MN 55402 Attention: Brian Wenger

Or to such other address or addresses as Authority and Architect shall from time to time designate by notice given and delivered as aforesaid.

EXHIBIT 11

ARCHITECT APPROVED SUBCONSULTANTS

Architect agrees to work with the Authority and Team collaboratively to establish a timeline and process to define, procure and award the scope of work to Subconsultants as outlined below. Where identified, that work shall be performed by the Architect.

DISCIPLINE:	SUBCONSULTANT
1. Architecture	HKS
2. Associate Architect	tbd
3. Landscape Architecture	tbd
4. Civil Engineering	tbd
5. Structural Engineering	tbd
6. Mechanical Engineering	tbd
7. Electrical Engineering	tbd
8. Plumbing and Fire Protection Engineering	tbd
9. ADA design	tbd
10. Audio, video, communications and information technology design	tbd
11. Acoustic design	tbd
12. Branding and theming, including naming rights and sponsorship signage	tbd
13. Building Information Modeling (BIM) for all phases of design	tbd
14. Code compliance	tbd
15. Experiential graphics	tbd
16. Facade and window wall consultant	tbd

17. Fall arrest design and envelope maintenance design	tbd
18. Concessions, merchandising and catering services	tbd
19. Furniture, fixtures and equipment (FF&E) design	HKS
20. Interior design	HKS
21. Energy modeling, building analysis and commissioning	tbd
22. LEED/Green Globes certified design	tbd
23. Specialty Lighting	tbd
24. Vertical Transportation design and engineering	tbd
25. Traffic and Pedestrian Engineering	tbd
26. Wayfinding signage	tbd
27. Telecommunications, high density wifi and neutral host DAS.	tbd
28. Wind Engineering	tbd
29. Retractable Roof Consultant	tbd
30. Full Time Site Representation	tbd
31. Parking Garage(s)	tbd
32. Playing Field Consultant	tbd
33. Security	tbd
34. Demographic Analysis for Premium Product	HKS

EXHIBIT 12

ALTERNATE DESIGN SERVICES

The Design Services Fee includes the Design Services for the following scope to design and monitor the construction of operable features. The attached roof and wall mechanization fee schedule is subject to the final negotiations with the mechanization consultant. Upon establishment of a final fee and scope of the mechanization engineering consultant, this fee and scope of services spreadsheet will be amended accordingly. In the event that this scope of work does not proceed, the Architect shall reduce the Design Services Fee by the amounts allocated to the uncompleted portions of this scope pursuant to the following table:

OPERABLE FEATURE DEDUCT ALTERNATES		
Design Scope	Mechanization Component	
	Roof	Wall
Concept Design/Alternative Evaluations	80,000	40,000
Schematic Design 50% Complete	80,000	40,000
Schematic Design 100% Complete	80,000	40,000
Design Development 50% Complete	180,000	90,000
Design Development 100% Complete	180,000	90,000
Construction Documents/Bid and Award 50% Complete	300,000	150,000
Construction Documents/Bid and Award 100% Complete	300,000	150,000
Construction Administration, Including Punchlist, Commissioning, and Closeout	550,000	260,000
Post-Construction, Including Record Drawings and Warranty Inspections	50,000	40,000
Subtotal	\$1,800,000	\$900,000

The Design Services Fee includes the Design Services for the following scope to fully design the areas noted. In the event that this scope of work does not proceed beyond a core and shell level, the Architect shall reduce the Design Services Fee by the amounts allocated to the uncompleted portions of this scope pursuant to the following table:

ADDITIONAL DEDUCT ALTERNATES	HKS	
1. Deduct Finish of Team Store	(\$65,000)	
2. Deduct Finish of Hall of Fame	(\$120,000)	
3. Deduct Finish of Team Restaurant	(\$140,000)	

STRUCTURAL STEEL DESIGN SCOPE AND ADD ALTERNATES	
<p>1) Phase I Structural Steel Mill Order Model</p> <p>a) Input Main Structural Steel Members into the 3D BIM model. Members will be entered with correct size, correct material properties (i.e. yield strength and mill test requirements), and correct orientation (i.e. rotation about members axis). At this phase the majority of members will be input full length from work point to work point, not accounting for the reduced length that may be achieved when member lengths are adjusted for actual connection dimensions. The length adjustments for connections which are not adjusted in Phase I will be achieved in Phase II modeling.</p> <p>b) Main Structural Steel Members are defined as: trusses, joists, columns, beams, girders, vertical and horizontal braces, and truss members, that are constructed of AISC rolled steel shapes, or built up from hot rolled plates.</p> <p>c) Minor Steel Members are defined as members at roof openings, slab openings, edges of slab, deck supports and similar members. Minor Members will not be included in the Phase I Model. "Miscellaneous Steel" as defined by AISC Code of Standard Practice will not be included in the Phase I Model.</p> <p>d) The deliverable for the Structural Steel Mill Order Model (Phase I Model) will be an electronic file(s) containing the Main Structural Steel Members, complete, suitable for use by the Construction Manager and the Structural Steel Contractor to create their Advanced Bill of Materials (ABM) as required to order structural steel shapes and plates for built-up members.</p> <p>e) Upon completion of the structural steel design drawings for an area, the Phase I Model for that area will be re-issued with all Main Structural Members coordinated and located to the correct plan dimensions and elevations to match the published design drawings.</p>	<p>INCLUDED WITHIN DESIGN SERVICES FEE</p>
<p>2) Design of Structural Steel Connections</p> <p>a) Work with the Authority, Team, Design Team, and Construction Manager, if one is selected at time of services, to develop connection concepts appropriate to the type of framing system(s) selected, and the architectural requirements.</p> <p>b) Work with the Structural Analysis and Design Team to extract analysis forces required for design of structural steel connections most suitable to the</p>	<p>ADD tbd</p>

requirements of the project.

c) If possible, consult with the selected Construction Manager and the Structural Steel Fabricator to confirm suitability of connections to fabrication and erection requirements. Where possible, Fabricator preferences that are known prior to connection design will be incorporated into connection designs.

d) Design all connections of Main Structural Steel Members as listed below:

- i) Roof beam and bracing connections
- ii) Roof trusses
- iii) Roof joists
- iv) Lateral frame connections
- v) Floor truss connections
- vi) Transfer beam/truss connections
- vii) Raker beam connections
- viii) Beam shear connections
- ix) Beam axial connections
- x) Column Splices
- xi) Column Baseplates

e) Connections for Minor Members, such as members at slab openings, edges of slab, deck supports and secondary steel for façade support will not be designed. Connections for miscellaneous steel as defined by AISC will not be designed. Standard, Simple Shear connections that are found in the AISC Manual of Steel Construction will not be designed.

f) If necessary, reinforcement will be designed for Beam web penetrations that are identified and located by the Mechanical and Electrical Engineers.

3) Phase II Integrated Modeling: 3D Model with INTEGRATED Steel Connections (Connected Model)

a) Connections for all Main Structural Steel Members will be incorporated into the Phase II Model. Connections for Minor Steel Members will not be modeled.

b) Connections will be modeled to include all holes, bolts, nuts, washers, shop weld symbols, bevels required by shop and field welds, all connection material, such as base plates, cap plates, gussets, stiffeners, splice plates, shear plates and connection angles. Where required by connection design, all special

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surface preparations will be included.

c) Reinforcement for Beam web penetrations that are defined at the time of production of the model will be included.

d) At the end of Phase II, the Construction Manager will be presented with an electronic file(s) that contains a 3D model ready for completion by the fabricator's detailer to create physical shop drawings, such as shop piece and assembly drawings, erection plans, erection details, CNC down-loads and field bolt lists.

e) The Structural Engineer will provide assistance to the Fabricator's detailing manager regarding submittal of connected models and paper drawings for official review by the design team.

f) The Fabricator's in-house detailer will be responsible for modeling connections for minor members and miscellaneous steel.