

**FIRST AMENDMENT TO  
AGREEMENT FOR DESIGN/BUILD SERVICES**

This First Amendment to Agreement for Design/Build Services is made this \_\_\_\_ day of October, 2004, by and among B&B HOLDINGS, INC., an Arizona corporation d/b/a the ARIZONA CARDINALS (the "Team"), the TOURISM AND SPORTS AUTHORITY (the "Authority"), a corporate and political body of the State of Arizona with all the rights, powers and immunities of municipal corporations and HUNT CONSTRUCTION GROUP, INC., an Indiana corporation (the "Design/Builder"). The Team, the Authority and the Design/Builder are collectively referred to as the "Parties." The Team and the Authority, collectively, sometimes are referred to as the "Owner."

**RECITALS**

- A. The Parties previously entered into that certain Agreement for Design/Build Services dated August 12, 2003 (the "Design/Build Agreement").
- B. The Parties now wish to amend the Design/Build Agreement as set forth below.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the Parties agree that the Design/Build Agreement is hereby amended as follows:

- 1. Section 1.5 is amended to add a definition of "CPM Schedule" as follows:

"CPM Schedule" means the schedule with a time lined logic network diagram, which the Design/Builder submits as part of the Monthly Report pursuant to Section 2.4.6 and Exhibit P.

- 2. The current definition of "Schedule" is deleted in its entirety and the following is substituted in its place.

"Schedule" means the schedule of milestone dates attached as Exhibit C to this Agreement, as Exhibit C is modified from time to time pursuant to the terms of this Agreement. Exhibit C covers the period only until approximately six months prior to the Substantial Completion Date. Pursuant to Section 5.1, Exhibit C will be revised to include the period through the Substantial Completion Date.

- 3. Section 2.2.5 is deleted in its entirety and the following is substituted in its place:

2.2.5 Design/Builder's design services shall be performed as expeditiously as is consistent with the Standard of Care and the orderly progress of the Work in accordance with the Schedule. The delivery of the Project design services shall conform to the Schedule then in effect. The Schedule contemplates periods of time required for approval of submissions by authorities having jurisdiction over the Project. Prior to the start of mass excavation, the Design/Builder will set forth on Exhibit H all items

anticipated by the Design/Builder to require such approval. Delays caused by jurisdictional approval processes with respect to those items on Exhibit H are not the responsibility of the Design/Builder, except to the extent the delay is due to the negligence or failure to fulfill a responsibility of the Design/Builder, its Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. The Design/Builder shall provide as part of its monthly reports, updated cash flow projections and correlations between the payments to be made to the Design/Builder hereunder and the design services and deliverables to be furnished by the Design/Builder so that the Owner and the Design/Builder will be able to anticipate when payments may become due to the Design/Builder and determine periodically whether they in fact are due on account of the design services and deliverables actually having been furnished. The Design/Builder may not change the manner of paying for design services from a fixed fee to a time and materials basis, or reduce the amount budgeted for design services in the Project Budget, without approval by the Owner. The cash flow projections and correlations to be prepared by the Design/Builder shall reference and incorporate the payment schedules attached to the Interim FA Consulting Agreement and the Interim DA Consulting Agreement. The Schedule reflects the milestone completion dates of all preliminary design, scheduling, subcontractor bidding; all updates thereof; all design activities; submittals to governing authorities; construction schedules; and other submittals required by the Owner.

3. Section 2.2.6 is deleted in its entirety and the following is substituted in its place:
  - 2.2.6 The Owner shall comply with the Schedule with respect to the reviews, approvals and other actions required of it during the Design Phase. The Design/Builder shall not be responsible for any delay in design services rendered by the Facility Architect or the Design Architect to the extent such services are rendered with respect to work that the Owner is directing pursuant to the terms of the Interim FA Consulting Agreement or the Interim DA Consulting Agreement. Any such delays shall be treated as an Owner Delay. The Parties acknowledge that as of the date of execution of this Agreement, there is no such delay.
  
4. Section 2.4.6 is deleted in its entirety and the following is substituted in its place:
  - 2.4.6 As provided in the PMA, the Design/Builder shall provide monthly reports, no later than the 10th day of the month following the month which is the subject of the report, to the Owner on the progress of the Work, which reports shall be prepared in a manner and in a format reasonably acceptable to the Owner. In addition to quality assurance and control reports from the Facility Architect, each report should include, but not be limited to, the items in Exhibit P. The monthly report shall be submitted to the Owner for informational purposes only. The Owner shall have no

obligation to review the report, and if reviewed, the Owner shall have no obligation to comment on the report, even if the Owner perceives errors or omissions therein. The Owner's failure to review the monthly report or comment thereon cannot be used by the Design/Builder to support a claim against the Owner or defend a claim by the Owner.

5. Section 4.1 is deleted in its entirety and the following is substituted in its place:

4.1 **SELF-PERFORMED WORK.** The Design/Builder shall be permitted to perform portions of the Work through its own forces after obtaining the Owner's written consent and establishing to the satisfaction of the Owner that its price for such work is competitive. Attached as Exhibit K are procedures for the Design/Builder to follow in pricing its self-performed work. The Owner's consent shall not be unreasonably withheld, conditioned or delayed.

6. Section 4.2 is deleted in its entirety and the following is substituted in its place:

4.2 **SUBCONTRACTOR.** A Subcontractor is a person or entity that has a direct contract with the Design/Builder to perform any construction or design services or other work, or to supply equipment, services, or materials in connection with the Work. The term Subcontractor includes not only any contractor and designer or consultant, but also a vendor of materials and equipment. The term Subcontractor does not include any separate contractor employed by the Owner or any such separate contractor's subcontractors; provided, however, the fact that a contractor or consultant was previously employed by the Owner does not affect the status of such entity as a Subcontractor hereunder. A Sub-Subcontractor is a person or entity that has a direct contract with a Subcontractor to perform or furnish any portion of the design or construction Work (including, without limitation, any equipment or materials in connection therewith) and, unless otherwise noted herein, is hereby included within the definition of Subcontractor as used herein. The Design/Builder shall remain responsible and liable to the Owner for the performance and/or nonperformance of any of the design or construction Work by Design/Builder's Subcontractors. The Design/Builder shall provide copies of all Subcontracts and any amendments to the Owner.

7. Section 4.3 is deleted in its entirety and the following is substituted in its place:

4.3 **SUBCONTRACTS.** No Subcontractor shall be permitted to perform any of the Work unless and until the Design/Builder has executed a contract with such Subcontractor. The Design/Builder shall provide the Owner with a written description of the procedures by which the Design/Builder will contract with Subcontractors and by which Subcontractors will contract with Sub-Subcontractors. These procedures include the Design/Builder's plans for participation by DBEs pursuant to A.R.S. § 5-

813. The Owner may designate specific persons or entities from whom the Design/Builder shall obtain bids; however, the Design/Builder shall not be required to contract with anyone to whom it has a reasonable objection nor shall it contract with anyone to whom the Owner has a reasonable objection. The Design/Builder shall ensure that all contracts with the Subcontractors and all contracts between Subcontractors and Sub-Subcontractors shall comply with the procedures established pursuant to this Section 4.3. All contracts with Subcontractors and all contracts between Subcontractors and Sub-Subcontractors (1) shall incorporate the terms of this Agreement to the extent applicable to the work to be performed by such Subcontractor or Sub-Subcontractor; (2) shall expressly preserve and protect the rights of the Owner under this Agreement with respect to the work to be performed by the Subcontractor or Sub-Subcontractor so that the contracting thereof will not prejudice such rights; (3) shall obligate each Subcontractor to join in any dispute resolution proceeding in which the Owner and the Design/Builder are parties; and (4) shall include provisions allowing such contract to be assigned to the Owner in accordance with this Agreement. The Design/Builder hereby assigns to the Owner all Subcontracts, sub-Subcontracts, design agreements, and purchase orders, provided that such assignment shall be effective only if this Agreement is terminated pursuant to Sections 12.1, 12.2 or 12.4. This assignment shall be subject to any rights that the performance bond surety may have should it elect to complete the Work. The Design/Builder and Design Consultants shall allow the Owner's Representatives to review all Subcontractor and Sub-Subcontractor bids and proposals against the then current Scope, Project Budget and Schedule. The Design/Builder shall make a regular accounting to the Owner regarding amounts approved and amounts anticipated for work which has not yet been approved but which may be contracted. The Design/Builder shall submit all proposed Subcontracts to the Owner for its review. The Owner shall have a reasonable period of time prior to execution of such Subcontracts to conduct such review and provide the Design/Builder with comments, if any. Such review and/or comments by the Owner are made subject to the provisions of Section 3.5.

8. Section 5.1 is deleted in its entirety and the following is substituted in its place:

5.1 **SCHEDULE.** The Parties agree that time is of the essence. The Design/Builder will commence and shall diligently complete the Work in accordance with the Schedule. The Schedule may be revised only by agreement of the Parties. At the time nine months prior to the Substantial Completion Date, the Design/Builder shall submit to the Owner a supplement to the Schedule covering the last six months prior to the Substantial Completion Date. Such supplement shall set forth milestone dates with at least the frequency and detail of Exhibit C, it being understood by the Parties that the final months of construction require the strictest adherence to the Schedule. The Owner shall have reasonable

approval rights of such supplement to the Schedule. Whenever the term Schedule is used in this Agreement, unless otherwise expressly noted, it shall be deemed to mean the Schedule attached hereto as Exhibit C, as it may be amended from time to time pursuant to the terms of this Agreement. The Design/Builder, on a monthly basis, and in a format agreed to by the Owner, shall provide the Owner with a certification that all Work is proceeding in conformance with the Schedule and that no milestone date is in jeopardy of being missed; or if not, a detailed report showing any component of the Work falling behind the Schedule, together with a "recovery schedule" showing the Design/Builder's plan to accelerate such Work. Furthermore, if at any time the Design/Builder fails to meet any milestone date shown on the Schedule, within ten (10) days the Design/Builder shall also submit to the Owner a "recovery schedule" showing the Design/Builder's plan to accelerate such Work. Such monthly Schedule update shall also include an update of the CPM Schedule (with a time lined logic network diagram), which CPM Schedule may be modified by the Design/Builder from time to time in its reasonable discretion, provided that no such modification shall impact the Schedule. Such Schedule update shall be submitted to the Owner for informational purposes only. The Owner shall have no obligation to review the update, and if reviewed, the Owner shall have no obligation to comment on the update, even if the Owner perceives errors or omissions therein. The Owner's failure to review the Schedule update or comment thereon cannot be used by the Design/Builder to support a claim against the Owner or defend a claim by the Owner.

9. Section 5.5 is deleted in its entirety and the following is substituted in its place:

**5.5 FAILURE TO MEET FINAL SCHEDULE; ACCELERATION OF FINAL SCHEDULE.** Except as otherwise expressly provided for in this Agreement, the Design/Builder shall bear the risk of any delay and agrees to do whatever is reasonably required to maintain the Schedule. If at any time during the performance of the Work, the Design/Builder falls behind the Schedule by more than four (4) weeks (except it shall be only two (2) weeks if less than one year remains before the required Substantial Completion Date) or the Owner reasonably believes that the Design/Builder will not be able to achieve the Schedule, and the Design/Builder cannot reasonably demonstrate by means of a recovery plan that the Schedule can be achieved, then the Owner may require the Design/Builder to take whatever steps may be necessary and reasonably possible to accelerate so as to complete the Work in accordance with the Schedule. The Owner may require (but shall not be obligated to), without limitation, the use of labor on an overtime or shift basis. Except as provided in Section 7.3.8, the additional costs and expenses associated with such overtime or shift labor or other acceleration shall constitute a reimbursable Cost of the Work. Further, to the extent the delay causing such acceleration requested by the Owner is one for which the

Design/Builder otherwise would be entitled to a time extension pursuant to the terms of this Agreement, the GMP shall be increased by such acceleration cost in accordance with the terms of Section 5.6 below.

- 4. Exhibit C is deleted in its entirety and the material attached hereto as Exhibit C is substituted in its place.
- 5. The reference in Exhibit F to "the current Schedule (including the cost-loaded CPM Schedule)" is changed to "the current Schedule and CPM Schedule."

This First Amendment is entered into as of the day and year first written above.

**THE TEAM:**

B&B HOLDINGS, INC.,  
an Arizona corporation, d/b/a  
ARIZONA CARDINALS

By: *Michael D. Duff*  
Title: Vice President & General Counsel

**THE AUTHORITY:**

THE TOURISM AND SPORTS AUTHORITY,  
a political subdivision of the State of Arizona

By: *Ted C. Dennis*  
Title: President / CEO

**DESIGN/BUILDER:**

HUNT CONSTRUCTION GROUP, INC.,  
an Indiana corporation

By: *Robert C. ...* 21 July 05  
Title: EXEC V.P.

EXHIBIT C

SCHEDULE

Hunt Project Schedule dated October 8, 2004

Exhibit C Replacement



**Revised 10/8/04**

**Cardinals Stadium Milestone Schedule Dates From Aug. 2004 to Feb. 2006**

Milestone Description	Milestone Date	Description
1 Masonry 25%	09-May-05	Service Level E-H Masonry complete in 3 Quads, Main Concourse concession masonry complete in 3 Quads, Club & Suite level masonry complete 1 quad. Skirt wall masonry started 2 superbays
2 Masonry 50%	26-Sep-05	Main Concourse concession masonry complete, 2 Quads complete E-H Club to Upper Concourse, Skirt wall masonry complete 6 superbays Service Level E-H masonry complete & 3 quads from A-E, Main Concourse concession masonry complete, 3 Quads complete Club to Upper Conc., 2 Quads complete on Upper Conc. Roof
3 Masonry 75%	16-Jan-05	5 Superbays complete below 14' expansion joint
4 Metal Panels 25%	17-Jan-05	10 Superbays complete below 14' expansion joint
5 Metal Panels 50%	04-Apr-05	17 Superbays complete below 14' expansion joint; start above 14' expansion joint
6 Metal Panels 75%	15-Sep-05	Complete all Superbays
7 Metal Panels Finish	15-Nov-05	Start of exterior glass framing clips
8 Glass Start	23-May-05	8 Slots plus the Mini slots is equal to 50% of the glass frame, Framing is ongoing in 2 other slots
9 Glass 50%	17-Oct-05	Service Level E-H framing complete in 3 Quads, Main Concourse concession lid framing complete in 3 Quads Skirt wall framing started 2 superbays
10 Drywall Framing 25%	02-May-05	Main Concourse concession lid framing complete, 2 Quads complete E-H Club to Upper Concourse, Skirt wall framing complete 6 superbays
11 Drywall Framing 50%	15-Aug-05	Service Level E-H framing complete & 3 quads from A-E, Main Concourse concession framing complete, 3 Quads complete Club to Upper Conc., 2 Quads complete on Upper Conc. Roof. Skirt wall framing complete
12 Drywall Framing 75%	16-Jan-06	Service Level E-H board complete in 3 Quads, Skirt wall board started 2 superbays
13 Hang Board 25%	26-Sep-05	

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14	Hang Board 50%	02-Jan-05	2 Quads complete E-H Club to Upper Concourse, Skirt wall board complete 6 superways (Column line 18 to 32)
15	Lower Bowl Precast Start	25-Apr-05	Quad C pre-cast columns start
16	Lower Bowl Precast 50%	01-Aug-05	Quad C and Quad B (risers only) complete
17	Upper Bowl Precast Finish	18-Feb-05	All risers 100% (rd aisle steps)
18	Complete Concrete @ Mech Lvl. Finish	10-Jan-05	Complete Concrete @ Mech Lvl. Finish (all the structural concrete supported slab @ Mechanical levels placed)
19	Supercolumn SE Topout Finish	15-Nov-04	Supercolumn SE Poured to e. 171'
20	Supercolumn SW Topout Finish	14-Jan-05	Supercolumn SW Poured to e. 171'
21	HVAC C.H. Rough-In 25%	07-Feb-05	Service Level (E to H) Quad B and C rough in, Main Concourse through. Upper Concourse Quad B rough in in place equals 25%
22	HVAC C.H. Rough-In 50%	30-May-05	Service Level (E to H) Quad A, B and C rough in, Main Concourse through Upper Concourse Quad A and B rough in in place equals 50%
23	HVAC C.H. Rough-In 75%	28-Nov-05	Service Level (E to H) Quads A, B, C & D rough in, Main Concourse through Upper Concourse Quad A, B, C Rough in, and Quad Quad C Bow. Duct in place equals 75% (except over Bridge)
24	Service Lvl SOG A-E Line Start	13-Jun-05	Service Lvl SOG A-E Line Start
25	Service Lvl SOG A-E Line Finish	14-Nov-05	Service Lvl SOG A-E Line 100%
26	Service Lvl MEPP O.H. Rough-In A-E Finish	11-Jan-05	Service Lvl MEPP O.H. Rough-In A-E 100%
27	Suite Casework Start	13-Feb-05	Suite Casework Start
28	East Brunel Erection 50%	16-Nov-04	East Brunel North half is complete
29	West Brunel Erection Start	27-Sep-04	West Brunel Erection, Start Seq. 21
30	West Brunel Erection 50%	20-Dec-04	West Brunel North half complete
31	Lift Roof Start	21-Feb-05	Lift Roof Start (weather permitting)
32	Bridge / South Wall Erection Start	14-Mar-05	Bridge / South Wall Erection Start
33	TPO Roof Start	25-Apr-05	TPO Roof Start
34	TPO Roof 50%	18-Jul-05	54 line 18 line TPO roof surface is complete (except gutters)
35	Fabric Roof Start	05-Jul-05	Fabric Roof Start
36	Deliver Scoreboard LED Panels (Not Facia) Start	17-Oct-05	Deliver Scoreboard LED Panels (Not Facia) Start
37	Deliver Scoreboard LED Panels (Not Facia) Finish	14-Nov-05	Deliver Scoreboard LED Panels (Not Facia) Finish
38	Construct Field Tray Start	12-Sep-05	Construct Field Tray Start
39	Construct Field Tray 50%	26-Dec-05	Structural steel components including wheel boxes are 50% complete (11 rail system)
40	Owner Provide Sealing Logo	15-Oct-04	Owner Provide Sealing Logo
41	Fab Sealing Start	02-May-05	Fab Sealing Start

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42	Feb Sealing 25%	26-Aug-05	30% of seat standards and 20% of seat backs and bottoms = 25%
43	Feb Sealing 50%	06-Dec-05	60% of seat standards and 40% of seat backs and bottoms = 50%
44	Install Sealing Start	14-Jul-05	Layout and drilling begins
45	1st Seat Set	12-Sep-05	Lower bowl Quad C
46	Install Sealing 25%	01-Dec-05	30% of seat standards and 20% of seat backs and bottoms = 25%
47	Install Sealing 50%	02-Feb-06	60% of seat standards and 40% of seat backs and bottoms = 50%
48	Bowl Railings Start	11-Jul-05	Layout and drilling begins
49	Bowl Railings 25%	21-Nov-05	Upper Bowl railings @ stairs complete in Quad A, E and C; Upper bowl railings at front wall complete in Quad B and C Lower Bowl Railings at front wall Quad C are in place
50	Bowl Railings 50%	30-Jan-06	Upper Bowl railings @ stairs complete in Quad A, B, C and D; Upper bowl railings at front wall in Quad A, B, C and D; Lower Bowl railings at front wall Quad A, B and C; 50% of railings in lower bowl Quad C are in place.
51	Fit Escalators & Elevators 50%	14-Feb-05	All fabrication released, 50% of rails and mechanism delivered
52	Fit Escalators & Elevators Finish	02-Jun-05	Fit Escalators & Elevators Finish
53	Deliver Cooling Tower	13-Dec-04	Deliver Cooling Tower
54	Deliver Chillers	17-Jan-05	Deliver Chillers
55	Chilled Water Roughed-In 25%	11-Apr-05	25% of piping for chilled water is in place = (Quad A, E and C service level and Quad A, B and C or main concourse and Club levels, Cooling towers and chillers are set)
56	Chilled Water Roughed-In 50%	25-Jul-05	Piping of Chillers and cooling towers is complete and Quad A, B and C of the suite piping is in place in addition to above for 25%
57	HVAC Begin Moving Air	02-Feb-06	HVAC Begin Moving Air
58	Toilet Fixtures Start	05-Jul-05	Toile: Fixtures Start
59	Toile: Fixtures 25%	08-Jan-06	25% of water closets, sinks and urinals have been set in place
60	Emergency Generator Delivery	02-Jun-05	Emergency Generator Delivery
61	Emergency Generator 50%	26-Dec-05	Generators set, ATS's, Receivays & Faceters started
62	Food Service Equipment 25%	03-Feb-06	Equipment deliveries start
63	Sound System Equipment Start	15-Nov-05	Deliver under deck speakers
64	Sound System 30%	26-Jan-06	50% under speakers installed, 25% delay speakers installed, Arrays & equipment racks delivered
65	Broadcast Panels Start	07-Nov-05	Broadcast panels delivered to site
67	Controls Start	19-Dec-05	back boxes & cans delivered
68	Security/CCTV Start	05-Dec-05	Security/CCTV devices and control equipment delivery start
69	Telephone System Start	25-Jul-06	Telephone System Start (provider & contractor unknown)

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70	SRP Provides Permanent Power	15-Mar-05	SRP Provides Permanent Power
71	Sanitary Connection (By Site) CFD	30-Mar-05	Sanitary Connection (By Site) CFD
72	Storm Connection (By Site) CFD	30-Mar-05	Storm Connection (By Site) CFD
73	Permanent Power Available @ Main Conc.	1-Jul-05	Permanent Power Available @ Main Conc.
74	Secondary Structural Steel Rcof/Deck Complete	18-Jul-05	Secondary Structural Steel Rcof/Deck Complete
75	Permanent Power Available @ Club	29-Jul-05	Permanent Power Available @ Club
76	Permanent Power Available @ Upper Conc.	19-Aug-05	Permanent Power Available @ Upper Conc.

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