

STATE OF MINNESOTA (REV. 10/20/2013)

Professional Technical Services Master Contract --Encumbrance Form (For State Use Only)

RECS Project ID.:	N/A	Project Mgr.:	Gordon Christofferson	Contract Specialist:	Sherry Van Horn
		Control No.	48112	RFP Event ID (if applicable)	2-3225
Project Name : Testing and Inspection Services Master Contract					

Total Amount of Contract:	N/A	Amount of Contract First FY:		Vendor Number:	
Category Code:		Category Code:		Category Code:	
Account:		Account:		Account:	
Amount:	N/A	Amount:		Amount:	

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Business Unit:	Business Unit:	Business Unit:
Accounting Date:	Accounting Date:	Accounting Date:
Fund:	Fund:	Fund:
DeptID:	DeptID:	DeptID:
AppropID:	AppropID:	AppropID:
Project ID: N/A	Project ID:	Project ID:
Activity:	Activity:	Activity:
Amount: N/A	Amount:	Amount:

SWIFT Contract No: **T#15ATI/85269**

SWIFT Order: _____
Number / Date/ See Signature Page

Number/Date/Entry Initials

[Individual signing SWIFT Order or Contract certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05]

NOTICE TO CONSULTANT: You are required to provide your social security number or Federal employer tax identification number and Minnesota tax identification number if you do business with the State of Minnesota.

Contractor Name and Address: **Architectural Testing Inc.**
849 Western Ave. N.,
St. Paul, MN 55117-5245

Contract Execution Date: 12/8/2014
Contract End Date: 10/31/2016

(*Note: According to Minn. Stat. 16C.08 Subd. 3(5), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)

Contact Person: **Daniel P. Braun**
Contact Person Phone: **651.636.3835**
Contact Person Fax:
Contact Person Email: **dbraun@archtest.com**

RECEIVED

NOV 20 2014

REAL ESTATE AND
CONSTRUCTION SERVICES

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
MASTER CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Architectural Testing Inc., 849 Western Ave. N., St. Paul, MN 55117-5245("Contractor").

Recitals

1. Under Minnesota Statute § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of construction testing and inspection services.
3. The Consultant represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

Master Contract

1 Term of Master Contract

- 1.1 **Effective Date:** The date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.
The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.
- 1.2 **Work Order Contracts.** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.
- 1.3 **Expiration Date:** October 31, 2016
- 1.4 **Survival of Terms:** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.
- 1.5 **Authorization of Use:** The Master Contract is available for use by all state agencies and Minnesota State Colleges and Universities.

2 Scope of Work

The Contractor, who is not a state employee, may be requested to perform any of the following services under individual work order contracts:

Window/Curtain Wall Testing and Inspection, and Roofing/Curtain Wall Testing and Inspection.

The Contractor understands that only the receipt of a fully executed work order contract authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Contractor. A sample work order contract is attached and incorporated into this master contract as Exhibit A.

The Contractor understands that this master contract is not a guarantee of a work order contract. The State has determined that it may have need for the services under this master contract, but does not commit to spending any money with the Contractor.

3 Time

The Contractor must comply with all the time requirements described in work order contracts. In the performance of work order contracts, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services satisfactorily performed by the Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$1,000,000.00. All costs will follow the Contractor's fee schedule attached as Exhibit B and incorporated into this agreement. The Contractor may revise its fee schedule once a year after November 1, 2015. However, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

For projects located within a 50 mile radius of Contractor's Office Location— Hourly rate includes all travel time, travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. State will not pay for travel time.

For projects located more than a 50 mile radius of Responder's Office Location—Hourly rate includes travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. Responder may invoice travel time at this rate.

Travel & Reimbursable Expenses. Except as described in this Section 4.1, there are no allowable travel or other reimbursable expenses. All such expenses are included in the Contractor's fee schedule of hourly rates, attached as Exhibit B. The State reserves the right to modify the allowable reimbursable expenses prior to execution of a Work Order from the Master Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: at <http://www.mmb.state.mn.us/comp-commissioner> (click on "Commissioner's Plan" in the right side column). The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.2. **Payment**

- (A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.
- (B) **Retainage.** Under Minnesota Statute § 16C.08, subdivision 2 (10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of the work order contract.

5 **Conditions of Payment**

All services provided by the Contractor under a work order contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representatives and Project Managers**

The State's Authorized Representatives for this master contract are Sherry Van Horn, Business Operations Manager, 651.201.2376 or Gordon Christofferson, Project Operations Manager, 651.201.2380 or his/her successor, and have the responsibility to monitor the Contractor's performance.

The State's Project Manager will be identified in each work order contract.

The Contractor's Authorized Representative is Daniel P. Braun, Senior Vice President, dbraun@archtest.com, 651.636.3835. If the Contractor's Authorized Representative changes at any time during this master contract, the Contractor must immediately notify the State.

The Contractor's Project Manager will be identified in each work order contract.

7 **Assignment, Amendments, Waiver, and Contract Complete**

7.1 **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.

7.2 **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or its right to enforce it.

7.4 **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Contractor. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.

8 **Indemnification**

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

9 **State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

10 **Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under the work order contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.

10.2. *Intellectual Property Rights*

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under work order contracts.* Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of a work order contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) *Obligations*

1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of the work order contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 **Affirmative Action Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

11.1 *Covered Contracts and Contractors.* If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and

does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

11.2 **Minnesota Statute § 363A.36.** Minnesota Statute § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

11.3 **Minnesota Rule Parts 5000.3400-5000.3600.**

(A) *General.* Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.

- (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(C) *Consequences.* The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

(D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

12 Workers' Compensation and Other Insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

13 Publicity and Endorsement

13.1 **Publicity.** Any publicity regarding the subject matter of a work order contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

13.2 **Endorsement.** The Contractor must not claim that the State endorses its products or services.

14 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract and/or any work order contracts, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Payment to Subcontractors

(If applicable) As required by Minnesota Statute§ 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16 Minnesota Statute§ 181.59 The vendor will comply with the provisions of Minnesota Statute§ 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17 Termination

17.1 *Termination by the State.* The State or commissioner of Administration may cancel this master contract and any work order contracts at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17.2 *Termination for Insufficient Funding.* The State may immediately terminate this master contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

18 Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

19 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

20 Schedule of Exhibits

The following exhibits are attached and incorporated into this Master Contract.

Exhibit A: Sample Work Order

Exhibit B: Fee Schedule

Exhibit C: Consultant's Categories of Service and Experience

Exhibit D: State Insurance Requirements

Exhibit E: Affirmative Action Certification

Exhibit F: Certification Regarding Lobbying

Exhibit G: Not Used

Exhibit H: Not Used

Exhibit I: Affidavit of Noncollusion

1. CONTRACTOR – Architectural Testing Inc.

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By:  cd
Digitally Signed by Christine Desenberg
Christine Desenberg
Title: Contracts Support/Insurance Specialist
Date: November 18, 2014

2. STATE AGENCY – Department of Administration

By: 
(with delegated authority)

Title: _____
Date: 11/21/14

3. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

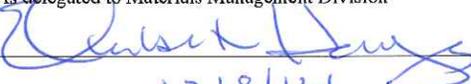
By: 
Date: 12/18/14

Exhibit A

SAMPLE STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order contract is issued under the authority of Master Contract T-Number 15ATI, SWIFT Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order Contract

1 Term of Contract

1.1 *Effective date:* _____, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.

The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 *Expiration date:* _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____.

3 Consideration and Payment

3.1 *Consideration.* The State will pay for all services performed by the Contractor under this work order contract as follows:

(A) *Compensation.* The Contractor will be paid _____.

(B) *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed \$____.

(C) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed \$____.

3.2 *Invoices.* The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

4 Project Managers

The State's Project Manager is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Project Manager is _____. If the Contractor's Project Manager changes at any time during this work order contract, the Contractor must immediately notify the State.

SIGNATURES AS REQUIRED BY THE STATE.

Exhibit B

Task	Fee
Director / Associate Director / Consultant	\$175 per hour
Senior Project Manager / Senior Project Engineer / Regional Manager	\$160 per hour
Project Manager / Project Engineer	\$140 per hour
Senior / Forensic Technician	\$120 per hour
Field Technician	\$110 per hour
Clerical	\$70 per hour
Expert Testimony/Litigation	Rate x 2.0
Travel Expenses / Reimbursables	Cost + 15%

Section 4.1 fee, hourly rates, travel and reimbursable expense requirements take precedence in the event of a conflict.

cd | SV
ATI |
11/19/2014
EBH
12/8/14

Exhibit C

CONSTRUCTION TESTING AND INSPECTION SERVICES

Name of Firm Architectural Testing, Inc
Proposal Dated September 29, 2014

Responder shall indicate by checking the boxes below the categories of tests and inspections for which the firm is qualified.

***Attach project experience and reference information for each bolded category of service selected; a minimum of three (3) project references for each bolded category of service selected is required (see RFP Selection Process items 2 and 3 for further information).**

Geotechnical Services

- Pre-construction Soil Exploration and Testing
- Percolation Tests, Recommendations for Septic Systems
- Foundation and Pavement Design Recommendations
- Observation and Testing of Existing Soils during Excavation and Grading
- Laboratory Testing of Proposed Fill Material
- Observation and Testing of Fill and Backfill for Moisture, Compaction
- Other _____

Concrete Testing and Inspection Services

- Concrete, Grout Mix Design
- Observe and Document Formwork Construction
- Observe and Document Placement of Reinforcing Steel
- Slump, Temperature, and Air Entrainment Tests of Fresh Concrete
- Cast, Cure and Test Concrete Cylinders for Compressive Strength
- Other _____

Masonry Testing and Inspection Services

- Mortar, Masonry Fill Mix Design
- Laboratory Tests on Masonry Prisms
- Laboratory Test of Mortar and Core-fill for Compressive Strength and Bond Strength
- Special Inspection of Structural Masonry Construction (Continuous ____ / Periodic ____)
- Other _____

Structural Steel Testing and Inspection

- Strength Testing of Embedded Bolts
- Observe and Test Welded and Bolted Connections during Structural Steel and Precast Concrete Erection
- Observe and Test Welding and Screw Fastening during Metal Deck Installation
- Other _____

Pavement Testing and Inspection

- Observe and Test Rolling Operations on Subgrade Soils
- Field and Laboratory Tests on Aggregate Base
- Field and Laboratory Tests during Bituminous Paving (Continuous ____/Periodic ____)
- Other _____

Fireproofing / Firestopping Testing and Inspection

- Test Installed Spray-on Fireproofing for Thickness, Density, Adhesion
- Observe and Document Installation of Fire-Resistive Joint Systems
- Other _____

Other

- X Window/Curtain Wall Testing and Inspection
- X Roofing/Waterproofing Testing and Inspection

Phase I Archaeological Resources Investigation

- Determine whether cultural resources are present within the project area, and whether these resources are potentially eligible for the National Register of Historic Places (NRHP).
- All field methods and reporting of the Phase I Archaeological Resources Investigation will comply with the Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- If an archaeological site is found, wash, analyze, and catalogue all recovered artifacts. Laboratory and curation procedures will follow appropriate standard guidelines
- Curate the artifacts at the Minnesota Historical Society under Contractor's curation agreement. Contractor's lab director will ensure that the cataloging and curation meet the requirements of Minnesota's repository guidelines.
- Other _____

Phase II Archaeological Resources Investigation

- Excavate and document designated features in accordance with Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- Record excavation data on standardized forms and in the log book of the principal investigator including location and methods of testing; the numbers, types, and locations of recovered cultural materials; the depth and thickness of excavated soil layers; soil textures and inclusions; and soil color according to Munsell color charts.
- Take up to 5 radiocarbon samples if suitable materials are encountered and complete standard radiometric analysis.
- Clean, catalogue, label and bag all recovered artifacts in accordance with professional standards and submit recovered materials to the Minnesota Historical Society for curation.
- Other _____

Phase I Environmental Investigation

- Complete a Phase I Environmental Site Assessment in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #8.
- Conduct a visual (existing structures) assessment for typical suspect asbestos containing materials (ACM).
- Assess the presence of PCBs at the subject site.

- Collect and evaluate available historical information to determine if evidence exists indicating an existing release, a past release, or a material threat of a release of hazardous substances, hazardous materials or petroleum products to the Property.
- Other _____

Phase II Environmental Investigation

- Prepare a workplan the Phase II Investigation in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #11 to determine if potential sources of contamination identified during the Phase I Investigation are causing a release or threatened release of hazardous substances, contaminants or pollutants to the soil, surface water and ground water on the property in question.
- Prepare a site safety and contingency plan in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #10.
- Conduct Phase II Environmental Investigation in accordance with approved work plan and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Other _____

Remediation Services

- Prepare and, upon approval, implement the Response Action Plan (RAP) and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Following completion of the RAP, prepare an Implementation Report for submission to the MPCA for review and approval in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Other _____

Comments:

A. Describe Responder's qualifications, including unique qualifications:

ATI's local in-house Engineering and Forensic Services Department includes fenestration-related services, such as interpreting test protocols and results; certifying test reports; supervising and validating testing; reviewing and validating data from our own tests or those of other labs. In addition to ATI's experience with more than 700 test methods, Architectural Testing's Professional Services provides our clients with a depth of expertise unmatched anywhere in the industry. Whether a client needs to evaluate an innovative design, validate test reports, or resolve a leakage / condensation problem, our Professional Services team can help. Furthermore, Architectural Testing continues to invest in research and development yielding new equipment, such as the dynamic wind and water spray assembly. This enterprising spirit keeps us the industry leader in performance testing, and the comprehensiveness of our Professional Services ensures our clients of the best possible results for their products.

BRIEF RESUME OF KEY PERSONS AND SPECIALISTS FOR RESPONDER AND Its CONSULTANTS

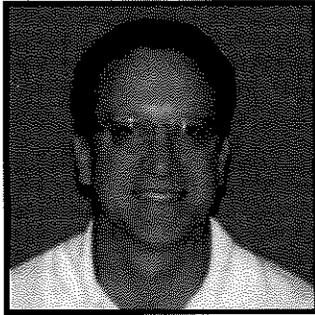
<p>a. NAME AND TITLE: Daniel A. Johnson, Director-Regional Operations</p>	<p>a. NAME AND TITLE: Eric J. Seaverson, P.E.</p>
<p>b. PROJECT ASSIGNMENT: Project Manager: Testing and coordination</p>	<p>b. PROJECT ASSIGNMENT: Project Manager: Testing coordination and review</p>
<p>c. NAME OF FIRM WITH WHICH ASSOCIATED: Architectural Testing, Inc.</p>	<p>c. NAME OF FIRM WITH WHICH ASSOCIATED: Architectural Testing, Inc.</p>
<p>d. YEARS EXPERIENCE: WITH THIS FIRM: 24 WITH OTHER FIRMS: 2</p>	<p>d. YEARS EXPERIENCE: WITH THIS FIRM: 4 WITH OTHER FIRMS: 18</p>
<p>e. EDUCATION: DEGREE(S) / YEAR / SPECIFICATION B.S. Engineering Technology / 1988 (see attached resume)</p>	<p>e. EDUCATION: DEGREE(S) / YEAR / SPECIFICATION B.S. Civil Engineering / 1995 : M.S. Materials Science and Engineering / 2000 (see attached resume)</p>
<p>f. ACTIVE REGISTRATION: YEAR FIRST REGISTERED / DISCIPLINE</p>	<p>f. ACTIVE REGISTRATION: YEAR FIRST REGISTERED / DISCIPLINE 2005 / civil</p>
<p>g. EXPERIENCE AND QUALIFICATIONS Over twenty years' experience in all areas of field and laboratory testing, inspection and documentation including but not limited to the evaluation of fenestration product performance and field testing, inspections, and documentation of various construction project..</p>	<p>g. EXPERIENCE AND QUALIFICATIONS: Over eighteen years of experience as an engineer specializing in commissioning, testing and construction phase project management of new and existing commercial and industrial building enclosure systems.</p>

B. For each bolded category of service checked, a minimum of three (3) project references is required (pass/fail). Include the following for each project reference:

a. CLIENT NAME, LOCATION, PROJECT TITLE, CLIENT CONTACT PERSON, TITLE, PHONE NUMBER, EMAIL ADDRESS (Completed by A/E of Record)	b. ACTUAL FINAL COMPLETION DATE MONTH/YR	c. TOTAL COST OF A/E'S PORTION OF PROJECT	d. PROJECT REPRESENTS EXPERIENCE IN:
<p>Real Estate and Construction Services, Department of Administration, State of Minnesota, St. Paul, MN – History Center, St. Paul, MN</p> <p>Mr. Harvey Jaeger, AIA, Principal Project Manager Phone: 651-201-2390 E-Mail: Harvey.Jaeger@state.mn.us</p>	<p>Proposed Summer, 2015</p>	<p>\$4,000.00</p>	<p>New Replacement Windows – State Capitol Building</p>
<p>Real Estate and Construction Services, Department of Administration, State of Minnesota, St. Paul, MN – History Center, St. Paul, MN</p> <p>Mr. Jerome Ryan, Architect, State Project Manager Phone: 651-201-2550 E-Mail: Jerome.ryan@state.mn.us</p>	<p>May 2013</p>	<p>\$4,000.00</p>	<p>Kellogg Entrance mock-up testing</p>
<p>JE Dunn Construction Minnesota State Capitol Building – Dome Window Restoration, St. Paul, MN</p> <p>Ms. Sara Aulizia Project Manager Phone: 952-830-9000 E-Mail: sara.aulizia@jedunn.com</p>	<p>October 2010</p>	<p>\$18,000</p>	<p>Field quality control testing of re-furbished dome windows</p>
<p>McGough Construction, St. Paul, MN Institute for Global Citizenship, Macalaster College, St. Paul, MN</p> <p>Mr. Dustin Schwanke, Project Manager Phone: 651-633-5050 E-Mail: DSchwake@mcgough.com</p>	<p>August 2009</p>	<p>\$10,500</p>	<p>Building envelope peer review and whole building air leakage testing pertaining to the continuity of environmental separation components. Envelope systems reviewed included fenestration, roof, limestone, air, and water barrier.</p>

<p>McGough Construction, St. Paul, MN – St. Jude Medical Campus Expansion, Plymouth, MN</p> <p>Mr. Brian Baar, Project Manager Phone: 651-633-5050 E-Mail: bbaar@mcgough.com</p>	July 2013	\$15,160	Building envelope peer review pertaining to the continuity of environmental separation components. Envelope systems reviewed included fenestration, curtain wall, air, and water barrier.
<p>Knutson Construction, Minneapolis, MN – Richard O. Jacobson Proton Therapy Facility, Mayo Clinic, Rochester, MN</p> <p>Mr. Dave Foley, Project Manager Phone: 507-206-2512 E-Mail: DFoley@KnutsonConstruction.com</p>	September 2013	\$27,200	Building envelope peer review pertaining to the continuity of environmental separation components. Envelope systems reviewed included fenestration, masonry, granite, limestone, air, and water barrier.
<p>Mortenson Construction, Minneapolis, MN Biomedical Discovery District Phase II, University of Minnesota, Minneapolis, MN</p> <p>Mr. Pat Block, Assistant Project Manager Phone: 763-287-3378 E-Mail: Pat.Block@mortenson.com</p>	April 2013	\$13,535	Building envelope peer review pertaining to the continuity of environmental separation components. Envelope systems reviewed included fenestration, masonry, air, and water barrier.
<p>Collaborative Design Group, Inc., Minneapolis, MN U.S. General Services Administration – Federal Building and U.S. Courthouse, Minneapolis, MN</p> <p>Mr. Joel Springer, Project Manager Phone: 612-371-6426 E-Mail: jspringer@collaborativedesigngroup.com</p>	October 2011	\$89,052	Building envelope forensic services pertaining to the moisture/vapor intrusion experienced in the 40 year old structure. Envelope systems reviewed included fenestration, granite, air, and water barrier
<p>Ryan Companies US Inc, Minneapolis, MN 222 Hennepin, Minneapolis, MN</p> <p>Mr. Jeff Hultgren, Project Manager Phone: 612-492-4000 E-Mail: Jeff.Hultgren@RyanCompanies.com</p>	May 2013	\$33,876.25	Weather barrier inspections

<p>Minnesota State Colleges and Universities, multiple locations, Minnesota:</p> <ul style="list-style-type: none"> - Winona State University, Sheehan Hall, Winona, MN - Dakota County Technical College, Curtain Wall Replacement, Rosemount, MN - North Hennepin Community College, Health and Wellness Center, Brooklyn Park, MN - St. Cloud State University, ISELF Building, St. Cloud, MN - Normandale Community College, Kopp Center, Bloomington, MN - Mankato State University, Trafton Science Center, Mankato, MN - Moorhead State University, Livingston Lord Library, Moorhead, MN - Century College, Library/Science Building, White Bear Lake, MN - University of Minnesota, Medical BioSciences Building, Minneapolis, MN - University of Minnesota, Biomedical Discovery District Phase II, Minneapolis, MN <p>Mr. James Morgan, Program Manager Phone: 541-649-5778 E-Mail: James.Morgan@csu.mnscu.edu</p>	<p>February 2014</p>	<p>Total of \$528,100</p>	<p>Mock-up and Quality Control testing of windows, storefronts, curtain walls and skylights.</p>
<p>Public Housing Agency of the City of St. Paul, St. Paul, MN – 13 Hi-Rises, St. Paul, MN</p> <p>Mr. Jim Rooney, Project Manager Phone: 651-298-5664 E-Mail: jim.rooney@stpha.org</p>	<p>December 2010</p>	<p>\$9,225</p>	<p>Quality control air infiltration, water penetration and sealant adhesion testing</p>



Daniel A. Johnson
Director, Regional Operations

Architectural Testing, Inc.
849 Western Avenue North
St. Paul, Minnesota 55117
E-mail: djohnson@archtest.com
www.archtest.com

PROFESSIONAL SUMMARY: More than 20 years of laboratory experience in the evaluation of fenestration product performance and field testing, inspection, and documentation of various construction projects. Mr. Johnson has conducted numerous failure investigations involving water penetration through exterior facades.

Architectural Testing, Inc.
Director, Regional Operations

Current Position

- Responsible of operations of Architectural Testing's Minnesota laboratory.
- NFRC Person in Responsible Charge for physical thermal testing.

EDUCATION: St. Cloud State University, St. Cloud, Minnesota
Bachelor of Science, Engineering Technology

INDUSTRY ASSOCIATIONS

Window and Door Manufacturers Association (WDMA)

- Technical Committee Member

Construction Specifications Institute (CSI) – Minneapolis-St. Paul Chapter

InstallationMasters™ Accredited Instructor

American Society for Testing and Materials (ASTM)

Steel Door Institute (SDI)

Technical Liaison

Hollow Metal Manufactures Association (HMMA)

Technical Liaison

Projects

**Institute for Global Citizenship
Macalaster College
St. Paul, Minnesota**

McGough Construction – Dustin Schwanke 651-633-5050

- construction of a new two story office/classroom building that achieved LEED Platinum Certification
- responsible for construction observations and field testing

**St. Jude Medical – Campus Expansion
Plymouth, Minnesota**

McGough Construction – Brian Baar 651-633-5050

- construction of a new four story office /medical that achieved LEED Gold Certification
- responsible for development of evaluation criteria, construction observations and management of testing

**Richard O. Jacobson Proton Therapy Facility
Mayo Clinic
Rochester, Minnesota**

- construction of a new two story office/medical building
- responsible for development of evaluation criteria, construction observations and management of testing.

Knutson Construction – Dave Foley – 507-206-2512

**Biomedical Discovery District, Phase 2
University of Minnesota
Minneapolis, Minnesota**

- construction of a new 4 story office/medical research building
- responsible for development of evaluation criteria, construction observations and management of testing.

Mortenson Construction – Pat Block 763-287-3378



Eric J. Seaverson, P.E.
Director, Building Sciences

Architectural Testing, Inc.
9608 South Franklin Drive
Franklin, WI 53132
E-mail: eseaverson@archtest.com
www.archtest.com

PROFESSIONAL SUMMARY: Over eighteen (18) years of experience as a consulting engineer specializing in investigations and condition surveys of existing buildings, commissioning, testing, review of design documents, design of new and restoration/repair systems, and construction phase project management of new and existing residential, commercial, and industrial building enclosure systems.

Architectural Testing, Inc.

Director, Building Sciences

2011 – Present

- Manage/perform consulting, field testing, and investigation services for forensic building envelope projects
- Provide consulting services regarding building envelope assemblies including roofing, claddings, fenestrations, and below-grade and plaza waterproofing
- Review/oversee field air, water, thermal, and structural testing and consulting services

StructureTec Corporation

Division Manager / Senior Project Manager

2005 - 2011

- Served as member of various management teams, quality teams, and safety teams
- Managed a division primarily focused on walls, waterproofing, and concrete restoration, including both technical and management activities in three (3) offices
- Managed/performed consulting, field testing, and investigation services for building envelope projects
- Designed repairs and performed construction administration services for building envelope components on new and existing buildings
- Provided consulting services regarding building envelope assemblies including roofing, claddings, fenestrations, glazing systems, and below-grade and plaza waterproofing
- Performed new construction services including design peer reviews, shop drawing reviews, construction administration/inspections, field testing, RFI/change order assistance, and consulting services regarding building envelope performance
- Performed visual reviews of multiple buildings and prepared a facility plan for the restoration/repair of building envelope components
- Provided expert witness services

Simpson Gumpertz & Heger, Inc. (SGH)

Staff Engineer

1995 – 2005

- Managed/performed consulting, field testing, and investigation services for building envelope projects
- Designed repairs and performed construction administration services for building envelope components on existing buildings
- Provided consulting services regarding building envelope assemblies, including roofing, claddings, fenestrations, glazing systems, and below-grade and plaza waterproofing
- Performed new construction services, including design peer reviews and consulting services regarding building envelope performance



BUILDING ENCLOSURE SYSTEM EXPERIENCE:

- **Facades:** Brick masonry, stone masonry, stucco, EIFS, metal cladding, precast concrete panels, cast-in-place concrete buildings, and associated back-up waterproofing / air-vapor barrier systems
- **Roofing and Waterproofing Systems:** Single-ply membranes (EPDM, TPO, and PVC), liquid-applied membranes (rubberized-asphalt and polyester resins), built-up membranes (modified bitumen and asphalt built-up), self-adhered sheet membrane waterproofing, slate, asphalt shingles, standing seam and flat seam metal roofing (steel and copper), structural standing seam roofing, and clay roof tile
- **Glass and Glazing:** "Stick-built" curtain wall systems, unitized curtain wall systems, storefront systems, and various window and door systems
- **Plaza Paving Systems:** Exposed concrete paving and unit paver systems
- **Other Systems:** Wall flashing (steel, stainless steel, copper, etc.), air barriers, vapor retarders, and building expansion joints

PROFESSIONAL REGISTRATIONS:

Professional Engineer – Massachusetts, Michigan, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Texas, Arizona

EDUCATION:

Clemson University, Clemson, South Carolina
M.S. in Materials Science and Engineering, 2000

Union College, Schenectady, New York
B.S. in Civil Engineering, 1995

INDUSTRY ORGANIZATIONS:

Building Enclosure Council (BEC)

- Professional Member

PUBLICATIONS:

Maintenance Solutions Magazine / FacilitiesNet.com (2008)

- *Building Envelope: Sealing Leaks and Stopping Thermal Bridging* – Seaverson

Masonry: Opportunities for the 21st Century, ASTM STP 1432 (2002)

- *Predicting the Freeze-Thaw Durability of Brick Based on Residual Expansion* – Seaverson, Brosnan, Frederic, Sanders

Ziegelindustrie International (2001)

- *Expansion Phenomena During Freezing of Saturated Bricks and Implications on Frost Resistance* – Seaverson, Brosnan



PRESENTATIONS & LECTURES:

National Facility Maintenance and Technology Tradeshow in Baltimore (2011 & 2007)

- Designing and Constructing Green Roofs that Work

Ohio Public Facilities Management Association Symposium (2009)

- Energy Management in the Building Envelope

Ohio Public Facilities Management Association Symposium (2007)

- Designing and Constructing Green Roofs that Work

StructureTec Symposiums (various)

- Glass Metal Curtain Wall
- Designing and Constructing Green Roofs that Work
- Moisture in the Building Envelope

Exhibit D1
State/Consultant Basic Services
Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable, please list _____
State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

Exhibit D1

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

Exhibit D1

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.
- D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.
- E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2014

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 Marsh USA Inc. 500 Dallas St, Suite 1500 Houston, TX 77002 Attn: Houston.Certs@Marsh.com 905863-E&O-14-15	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : The Insurance Co of the State of PA</td> <td>19429</td> </tr> <tr> <td>INSURER C : Ironshore Specialty Ins. Company</td> <td>25445</td> </tr> <tr> <td>INSURER D : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER E : American Guarantee & Liability Ins Co</td> <td>26247</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : The Insurance Co of the State of PA	19429	INSURER C : Ironshore Specialty Ins. Company	25445	INSURER D : New Hampshire Insurance Company	23841	INSURER E : American Guarantee & Liability Ins Co	26247	INSURER F :
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INSURER F :															

COVERAGES	CERTIFICATE NUMBER: HOU-002343846-01	REVISION NUMBER: 11
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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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GLO5415693-01	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>			CA0934798 (AOS) CA0934797 (MA)	05/01/2014 05/01/2014	05/01/2015 05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			001014803 'Excess of Auto and 'Employers' Liability'	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC018721121 (AOS) WC018721116 (CA) WC018721120 (MA, WI) WC018721125 (FL)	05/01/2014 05/01/2014 05/01/2014 05/01/2014	05/01/2015 05/01/2015 05/01/2015 05/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Excess of General Liability, Auto and Employers Liability			UMB5415694-01	05/01/2014	05/01/2015	Each Occurrence 5,000,000 General Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Project: All services provided in accordance to

The State of Minnesota is named as Additional Insured (except as respects all coverage afforded by the Workers' Compensation policy) where required by written contract, but only for liability arising out of the operations of the Named Insured. This insurance (except Workers' Compensation and Professional Liability) is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER The State of Minnesota Dept of Admin-Real Estate & Construction Services 309 Administration Building 50 Sherburne Ave. St. Paul, MN 55155	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 of Marsh USA Inc. Ryan W. Medlin <i>Ryan W Medlin</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Architectural Testing, Inc. 130 Derry Court York, PA 17406	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation Continued:
 Policy #: WC018721117 (IL, KY, NC, UT)
 Carrier: New Hampshire Insurance Company
 Effective Dates: 05/01/2014 - 05/01/2015

Policy #: WC018721118 (NJ, PA)
 Carrier: New Hampshire Insurance Company
 Effective Dates: 05/01/2014 - 05/01/2015

Policy #: WC018721119 (AK, AZ, GA, VA)
 Carrier: New Hampshire Insurance Company
 Effective Dates: 05/01/2014 - 05/01/2015

Policy #: WC018721127 (ME)
 Carrier: New Hampshire Insurance Company
 Effective Dates: 05/01/2014 - 05/01/2015

Policy #: WC018721126 (OR)
 Carrier: New Hampshire Insurance Company
 Effective Dates: 05/01/2014 - 05/01/2015

Professional Liability:
 Policy #: IPR 4359120-05
 Carrier: Zurich American Insurance Company - NAIC #16535
 Effective Dates: 09/30/2014 to 09/30/2015
 Limit: \$4,881,150 Each Claim/Aggregate
 SIR: \$50,000 Each Claim (Applies to Architectural Testing, Inc. only)

Named Insured Includes:
 Testing Holdings USA, Inc.
 Intertek USA, Inc.
 dba Intertek Caleb Brett
 dba Caleb Brett USA, Inc.
 dba Intertek PARC
 dba Intertek KCS - Kelly Completion Services
 dba Intertek LMS
 dba Louisiana Meter Services
 dba Intertek Louisiana Grain Services
 dba Intertek Automotive Research
 dba Lincoln Park Test Laboratory
 dba Intertek Carnot Emission Services
 dba Commercial Microbiology, Inc.
 dba Intertek PTLI
 dba Alta Analytical Laboratory
 dba Inchcape Testing Services/Caleb Brett
 dba QTI
 dba Quantitative Technologies



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Architectural Testing, Inc. 130 Derry Court York, PA 17406	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- dba Intertek QTI
- dba Intertek Pilot Plant Services
- dba Intertek Westport Technology Center
- dba V.I.P. Cargo Surveys
- dba Intertek AIM
- dba Intertek ATI
- dba Intertek WISco
- dba Intertek Expert Services
- dba Intertek Testing Services International, Inc.
- dba Intertek Pharmaceutical Services
- Cantox U.S. Inc.
- American Analytical Chemistry Labs, Inc.
- Intertek Testing Services Holdings, Ltd.
- Testing Management, Inc.
- Intertek Eagle LLC
- Entela, Inc.
- Intertek International, Inc.
- Intertek USA Finance LLC
- Lablest International, Inc.
- dba Intertek Consumer Goods North America
- dba Intertek Sustainability Solutions
- dba Ram Consulting, Inc.
- Intertek Testing Services NA, Inc.
- dba Intertek NSTL, Inc.
- dba Intertek Entela, Inc.
- dba Intereck Omega Point Laboratories, Inc.
- Center for the Evaluation of Clean Energy Technology, Inc.
- H.P. White Laboratory, Inc.
- Mace Land Company, Inc.
- White Land Company, Inc.
- Entela Taiwan, Inc.
- Intertek Surveying Services (USA), LLC
- Intertek Testing Services Environmental Laboratories, Inc.
- AppRelay, LLC
- Product Quality Partners, Inc.
- Intertek Cargo Inspection Services, Inc.
- International Testing Services, LLC
- NSTL, Inc.
- Louisiana Grain Services Inc
- Alta Analytical Laboratory Inc
- Inspection Services (US) LLC
- Moody International Holdings, Inc.
- Intertek Resource Solutions, Inc.
- Intertek Technical Services, Inc
- Intertek Consulting & Training (USA), Inc.
- Intertek Asset Integrity Management, Inc.
- Global X-Ray & Testing Corporation
- Global X-Ray Holdings, Inc.
- Architectural Testing, Inc.
- Architectural Testing Holdings, Inc.

AGENCY CUSTOMER ID: 905863

LOC #: Houston



ADDITIONAL REMARKS SCHEDULE

Page 4 of 4

AGENCY Marsh USA Inc.		NAMED INSURED Architectural Testing, Inc. 130 Derry Court York, PA 17406	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or–
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

X We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: Architectural Testing, Inc. Date September 29, 2014
 Authorized Signature: _____ Telephone number: 651-636-3835
Digitally signed by Daniel A. Johnson
 Printed Name: Daniel A. Johnson Title: Director-Regional Operations

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663 Toll Free: 800-657-3704
 Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283
 Email: employerinfo@therightsplace.net

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Architectural Testing, Inc.
Organization Name

Daniel A. Johnson
Name and Title of Official Signing for Organization

By: 
Digitally signed by: Daniel A. Johnson

September 29, 2014
Date

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name:

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the 60211-2000003205 Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name:

Architectural Testing, Inc.

Print authorized representative name:

Daniel A. Johnson

Title: Director-Regional Operations

Authorized signature:

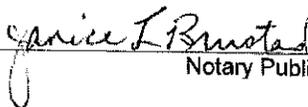


Date (mm/dd/yyyy): 09/29/2014

Notary Public

Subscribed and sworn to before me this:

29 day of September, 2014



Notary Public signature

01/31/2015

Commission expires (mm/dd/yyyy)

