STATE OF MINNESOTA (REV 03/24/2015)

Basic Services Agreement, Design and Construction (BSA DC) --Encumbrance Form (For State Use Only)

RECS Project ID.: "RECS ID"	**Project Mgr.:** "Project Manager"	**Contract Specialist:** "Contract Specialist" **RFP Event ID (if applicable)** "SWIFT RFP Event ID"
Project Name/Location :	**Design for " Project Title" for "Project Facility"** **"Project Location"**	

Total Amount of Contract: **"Contract Amount"**	Amount of Contract First FY:	Vendor Number: **"Vendor Number"**
Category Code: **81101508 / Line #1**	Category Code: **93151600 / Line #3**	Category Code:
Account: **411308**	Account: **411324**	Account:
Amount: **"Consultant Fee" "Contract Amount"**	Amount: **"consultant reimbursables" $0 for enc (Note to PM: see Exhibit B)**	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Business Unit: **"BU"**	Business Unit:	Business Unit:
Accounting Date: **"First FY"**	Accounting Date: **"Second FY"**	Accounting Date:
Fund: **"Fund Number"**	Fund:	Fund:
DeptID: **"Dept ID Code"**	DeptID:	DeptID:
AppropID: **"Appr ID"**	AppropID:	AppropID:
Project ID: **"RECS ID"** Activity:	Project ID: Activity:	Project ID: Activity:
Amount: **"First FY Funds"**	Amount: **"Second FY Funds"**	Amount:

Document1

SWIFT Contract: _____**"SWIFT Contract Number"**_____ 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: **"Consultant Firm Name"**
"Consultant Address"
"Consultant City, State, ZIP"

Contract Execution Date: _____
Contract End Date: "Contract End Date"

(*Note: According to Minn. Stat. 16C.06 Subd. 3b(b), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)

Contact Person: "Contact Person Name"
Contact Person Phone: "Contact Person Phone"
Contact Person Fax: "Contact Person FAX"
Contact Person Email: "Contact Person Email"

STATE OF MINNESOTA
State/Designer Basic Services Agreement

THIS AGREEMENT, is made by and between the State of Minnesota, acting through its Commissioner of Administration and **Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155-1625**, hereinafter referred to as "the State," as party of the first part, and **"Consultant Firm Name", "Consultant Address" "Consultant City, State, ZIP"** hereinafter referred to as "the Consultant," as party of the second part,

WITNESSED:

WHEREAS, the State is in need of professional design services for **"Brief description of project and services, "Project Location"** hereinafter referred to as the "Project," for which funds amounting to **"Budgeted Cost Alpha" Dollars ("Budgeted Cost Numeric")** have been allocated for the Budgeted Cost of Construction of the Project. For this project, **"Consultant Fee"** is allocated for the cost of the consultants work as described herein.

WHEREAS the Consultant represents that it is qualified to provide **"Architectural or Engineering"** professional services as required by this Agreement and is duly licensed pursuant to Minn. Stat. §§ 326.02-326.15.

WHEREAS, the Consultant represents and warrants that it will comply with Minn. Stat. Chap. 326 and shall provide the services of licensed architects, engineers, interior designers or other licensed professionals as necessary and required in order to perform the work under this agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the State will compensate the Consultant in an amount not to exceed **"Contract Amount"** as total compensation for Basic Services, Requested Additional Services and Estimated Reimbursable Expenses in accordance with " Exhibit A dated, Exhibit B dated, Exhibits A and B dated , Exhibits A and B", "Exhibit A Date" which "is/are" attached and incorporated into this Agreement.

The funds for this Agreement will be encumbered per fiscal year, as stated below.

FY "First FY" (Contract execution through June 30, "First FY") - "First FY Funds" – The Consultant is responsible for monitoring the work and invoicing so as NOT TO EXCEED this amount. If the Consultant projects they will spend more than "First FY Funds" prior to June 30, "First FY", the Consultant is required to notify the State prior to "First FY Funds" worth of work being completed. If the State and Consultant agree that additional work can be completed, the State will encumber additional funds. The additional funds will be deducted from the next fiscal year. If the Consultant does not complete "First FY Funds" worth of work before June 30, "First FY", the State will pay for the amount of work completed by June 30, "First FY", and the difference will be added to the next fiscal year.

FY "Second FY" (July 1, "First FY" through the end of the contract term) - "Second FY Funds" - If the project is exactly on schedule, the State will encumber "Second FY Funds" to fund the amount remaining under the terms of the contract. This amount may change if the amounts paid in FY"First FY" and FY"Second FY" vary from the original estimate.

Over the two fiscal years the Agreement totals:

FY"First FY"	"First FY Funds"
FY"Second FY"	"Second FY Funds"
TOTAL	"Contract Amount"

It is further agreed by and between the parties hereto:

ARTICLE 1
GENERAL REQUIREMENTS

1.0 End Date: The parties agree to a contract end date of "Contract End Date"**.**

1.1 Authorized Representatives: For the purpose of administration of this Agreement, State's Authorized Representative is **"Project Manager"** at **"PM 10 digit phone number"**, or his/her successor. The Consultant shall render all services pursuant to this Agreement under the direction and supervision of the authorized representative or his/her successor. The Consultant's Authorized Representative is **"Contact Person Name"** at **"Contact Person Phone"**, or his/her successor.

1.2 State's Consultant's Responsibilities: Exhibit A, which is attached and incorporated into this Agreement, sets forth specific responsibilities and Instruments of Service for the State and for the Consultant for each phase of the professional services.

1.2.1 When the State determines that the project delivery method to be used is Construction Manager at Risk, Design-Build or other, see Exhibit N-Article 13 **Supplementary Amendments to the *State of Minnesota State/Designer Basic Services Agreement*** for instruments of services and responsibilities that are in addition to the requirements, responsibilities and duties contained in this contract and Exhibit A.

1.3 Satisfactory Performances: Time is of the essence under this Agreement. Neither party shall unreasonably delay the progress of the work beyond the time limit set forth in Exhibit A. The Consultant and State shall perform their obligations under this Agreement in a manner, which meets the project requirements identified in Exhibit A. The Consultant shall perform in a manner that is consistent with reasonable professional skill and care. The Consultant and the State shall endeavor to satisfy the Project Schedule. Neither party shall unreasonably impede the other in performance of its obligations. The Consultant acknowledges that the Project Schedule prepared by the State and set forth in this Agreement includes sufficient time allowances for State review and for review by authorities having jurisdiction over the project.

1.4 Personnel: All personnel provided by the Consultant shall be fully qualified and authorized under state or local law to perform the services required by this Agreement. The personnel shall not be employees of the State. The Consultant represents that services required hereunder will be performed directly by the Consultant or through subconsultants under contract with the Consultant which are identified in Exhibit C, Consultant's Qualifications Proposal, which is attached and made a part of this Agreement. If during the term of this Agreement the State raises objections to any listed person or entity, the Consultant shall propose substitutes to whom the State and Consultant mutually agree. If such substitution causes delay or additional costs to the Consultant, the State shall agree to an equitable adjustment of the Project Schedule, and the Consultant's compensation may be changed by negotiation.

1.5 Cost of Construction:

1.5.1 Budgeted Cost of Construction: The State's Budgeted Cost of Construction is based on the State's program, Predesign and/or legislative project funding authorizations. The Consultant shall design to meet the State's Budgeted Cost of Construction or subsequent modified Budgeted Cost of Construction as approved by the State.

1.5.2 Responsibility for Estimated Cost of Construction: The Consultant is solely responsible for the accuracy of its construction cost estimates and the State's actions and authorizations are based in whole or in part on that information. In preparing Estimated Construction Cost, the Consultant shall be permitted to include contingencies for design, bidding and price escalation; to recommend what materials, equipment component systems, and types of construction are to be included in the Construction Documents; to recommend reasonable adjustments in the scope of the Project and for no additional fee, to include in the Construction Documents those deduct alternates which have been approved by the State. If the Consultant finds, during the progress of the work, construction estimates may exceed the State's Budgeted Cost of Construction due to factors within the Consultant's control, the Consultant shall revise the design and all documents affected by the design revisions at no additional cost to the State. The State shall promptly review and, if approved, authorize the revisions to the design. In the event bids exceed the final cost estimate, the State, at its option, can require the Construction Documents to be revised as necessary to achieve the agreed upon estimate. This shall be accomplished without additional cost to the State for

revising the Construction Documents and the rebid process. In the event bids are below the final cost estimate by fifteen (15) percent or more and the State had previously agreed to program and/or quality reductions based on the final estimate, the State, at its option, and without additional compensation to the Consultant, will require the Consultant to revise the bid documents to reinstate the program and quality.

1.5.3 No Budgeted Cost of Construction:
Paragraphs 1.5.1, 1.5.2 and 8.3 are not applicable when the contract amount is a fixed limit amount for a generally defined scope of work for which the State does not have a predetermined budgeted cost of construction and the work under this contract includes establishment of the budget for and cost of construction. The Consultant shall coordinate with the State to establish the budget for construction including options or alternates for reducing the cost of construction. And the State shall approve the estimated cost of construction prior to solicitation of bids for the work. No increase or adjustment of the fixed fee contract amount shall occur unless the State is in agreement that the scope of work changed significantly from the original generally defined scope of work. All contract sum adjustments shall be negotiated by the parties.

1.6 Tests: Throughout the term of this Agreement, the State shall furnish surveys, borings, or test pits, and chemical, mechanical, or other tests and reports (collectively "tests and reports") when requested by the Consultant and approved in writing by the State. The Consultant shall be entitled to rely on the accuracy and completeness of tests and reports provided by the State, subject to any limitations expressly stated by the professionals providing the tests and reports and only to the extent consistent with the ordinary standard of care for the type of professional providing the test, and provided further, that the Consultant is required to notify the State if the Consultant knows or has reason to know of any ambiguities or errors in the tests or reports, or if the Consultant knows or has reason to know of additional information relevant to the tests or reports provided by the State.

1.7 Indemnification: In the performance of this contract by Consultant, or Consultant's agents or employees, the Consultant 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 Consultant'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 Consultant may have for the State's failure to fulfill its obligation under this contract.

1.8 State Audits: Under Minn. Stat. § 16C.05, subd 5, the books, records, documents, and accounting procedures and practices of the Consultant and its employees, agents, or subconsultants relevant to this Agreement shall be made available and subject to examination by the State, Legislative Auditor, and State Auditor for a minimum period of six (6) years from the end of this Agreement

1.9 Ownership of Instruments of Service: Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's subconsultants are Instruments of Service.

1.9.1 Ownership: Prior to full payment of all sums due the Consultant under this Agreement and upon performance of all the State's obligations under this Agreement, the Consultant shall provide reproducible copies of the latest Instruments of Service and the latest electronic data prepared by the Consultant for the Project to the State and these shall become the property of the State. The Consultant shall retain full rights to electronic data and the instruments of Service and the right to reuse component information contained in them in the normal course of the Consultant's professional activities. The Consultant shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed in writing to the State, and shall be given appropriate credit in any public display of such instruments of service.

1.9.2 Reuse of Instrument of Service: State acknowledges that (1) the Consultant has prepared the Instruments of Service for construction of the Project with the Consultant's involvement throughout the Project, as contemplated by this Agreement, (2) the Instruments of Service are not in themselves necessarily sufficient for construction of the Project without the Consultant's involvement, and (3) the Instruments of

Service are not appropriate for construction of any other project except as provided herein. The Consultant acknowledges that the State will use and rely upon the Instruments of Service and the latest electronic data prepared by the Consultant for this Project, including but not limited to the as-built drawings and specifications in connection with any future repairs, remodeling or maintenance to the Project and of subsequent phases of the Project. If the Consultant is in default or breach of its obligations under this Agreement, the State shall have full ownership rights of the Instruments of Service and all electronic data. If the Consultant is adjudged to be in default or this Agreement is terminated, the State shall not use the Instruments of Service for completion of this Project by others without the involvement of qualified professionals who shall assume the Consultant's professional obligations and liability for work not completed by the Consultant. To the fullest extent allowed by law, the State releases the Consultant, the Consultant's sub-consultants, and the agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the State's use of the Instruments of Service other than in accordance with this Agreement.

1.9.3 Transfer of Ownership: Under no circumstances shall the transfer of ownership of the drawings, specifications, electronic data, or other Instrument of Service be deemed to be a sale by the Consultant and the Consultant makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

1.10 Governing Law, Jurisdiction and Venue: This Agreement is governed by the laws of The State of Minnesota. In case any dispute or controversy arises between the Consultant and the State, either party may exercise any legal remedies in District Court that may be available to them. The venue for any proceedings is agreed to be Ramsey County, State of Minnesota. Alternative dispute resolution methods, such as mediation, may be utilized when acceptable to all parties to the dispute or controversy. The Consultant and the State each shall incorporate the requirements of this Section in its agreements with sub-consultants, separate consultants, and contractors and separate contractors in connection with this Project.

1.11 Successors and Assigns: The Consultant binds itself jointly and severally, its successors, executors, administrators, and assigns to the State in respect to all covenants of this Agreement. With the exception of State-approved consultants and special consultants, the Consultant shall not assign, sublet, or transfer any part of its interest in this Agreement except upon written approval of the State.

1.12 Effective Date: Until funds for this Agreement have been encumbered and all approvals made by the Department of Administration, this Agreement shall not be valid or effective, and there shall be no liability upon the State for payment. The Consultant shall have no obligation to commence work until funds have been encumbered and the State's Authorized Representative has provided the Consultant with a written notice to proceed.

1.13 Form of General Conditions: American Institute of Architects AIA 201, General Conditions (2007 Edition), as amended by the State for this project and identified as Exhibit H, but solely for the purpose of defining the duties and responsibilities between the Consultant and the State herein. The Consultant shall require each of its sub-consultants to be bound to the Consultant by the same terms and conditions required of the Consultant under this Agreement. With respect to the sub-consultants' work, all sub-consultants shall assume toward the Consultant all the obligations and responsibilities which the Consultant assumes toward the State. A sub-consultant is a person or entity who has a direct contact with the Consultant to perform a portion of consultant services in connection with this Agreement. Nothing in this Agreement shall be deemed to create any rights on the part of any person or entity not a party to this Agreement

ARTICLE 2 [EXCLUDED]
SCHEMATIC DESIGN PHASE

2.1 Commencement: The Schematic Design Phase shall commence after the State and the Consultant have executed this Agreement and the State has provided the Consultant with written notification that the Department of Administration has encumbered funds for the Consultant's work under this Agreement. Consultant agrees to provide services in accordance with Exhibit A, Scope of Services, and Exhibit G, State's procedures and guidelines, which are identified in Article 12 and incorporated by reference. The Instruments of Service~~s~~, as enumerated in Exhibit A, will establish conceptual design for all major architectural and engineering systems, and Consultant shall prepare a written description of the Project together with Schematic Design drawings, specifications, and other description as necessary to properly convey the scale and relationship of the project components, including, for new construction, site selection, building placement at the site, and response to all related considerations, including but not limited to soil profiles, soil consolidation, ground

water level and drainage, and entry/exit relationships to existing buildings.

2.1.1 When the State determines that the project delivery method to be used is Construction Manager at Risk, Design-Build or other, see Article 13 **Supplementary Amendments to the *State of Minnesota State/Designer Basic Services Agreement*** for instruments of services and responsibilities that are in addition to the requirements, responsibilities and duties contained in this contract and Exhibit A.

2.2 Program Evaluation: The Consultant, the State, and state agency clientele shall mutually agree on the program, schedule, and budget and shall jointly establish communication procedures for the performance of services. If the Consultant, the State and the state agency clientele are unable to mutually agree on the program, schedule and budget, the State's Project Manager shall have final authority to make the decisions.

2.3 Submittals: The Consultant shall submit completed Schematic Design Instruments of Service as enumerated in Exhibit A.

2.4 Authorization to Proceed: The Consultant shall not proceed with the Design Development Phase in Article 3 of this Agreement until the completion of Schematic Design Phase of this Agreement and receipt of written authorization and direction to proceed from the State Authorized Representative.

ARTICLE 3 [EXCLUDED]
DESIGN DEVELOPMENT PHASE

3.1 Commencement: The Design Development Phase shall commence with the written authorization and direction to proceed from the State. Consultant agrees to provide services in accordance with Exhibit A and Exhibit G. The Consultant shall prepare Design Development Instruments of Service based upon approved Schematic Design Phase Instruments of Service and any changes in Project Schedule, Project Program, and Budgeted Cost of Construction to which the State and the Consultant agree. If the Consultant and the State do not reach agreement on change to the Project Schedule, Project Program or Budgeted Cost of Construction, the State's Project Manager, based on the contractual responsibility for the Project Schedule, Project Program and Budgeted Cost of Construction, shall have final authority to approve any and all changes. These Instruments of Service, as enumerated in Exhibit A, will illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, construction details, and equipment layouts. The Design Instruments of Service will further describe the major materials and systems and establish their quality levels.

3.2 Submittals: The Consultant shall submit completed Design Development Instruments of Service as enumerated in Exhibit A.

3.3 Authorization to Proceed: The Consultant shall not proceed with the Construction Documents Phase in Article 4 of this Agreement until the completion of Design Development Phase of this Agreement and receipt of written authorization and direction to proceed from the State's Authorized Representative.

ARTICLE 4 [EXCLUDED]
CONSTRUCTION DOCUMENTS PHASE

4.1 Commencement: The Construction Documents Phase shall commence with written authorization and direction to proceed from the State instructing the Consultant to proceed with the preparation of the Construction Documents. Consultant agrees to provide services in accordance with Exhibit A and Exhibit G. The Consultant shall prepare such documents from the approved Design Development Instruments of Service. These Instruments of Service, as enumerated in Exhibit A, shall consist of drawings and specifications setting forth in detail the requirements for the construction of the Project. The Consultant shall include or incorporate by reference Exhibit H, the General Conditions of the Contract for Construction as modified by the State.

4.2 Submittals: The Consultant shall submit Construction Documents Instruments of Service as enumerated in Exhibit A.

ARTICLE 5 [EXCLUDED]
BIDDING PHASE

5.1 Commencement: The Bidding Phase shall commence with written authorization and direction to proceed from the State. Consultant agrees to provide services in accordance with Exhibit A and Exhibit G.

5.2 Issue for Bids: Upon acceptance of the bidding documents by the State's authorized representative, the Consultant shall issue drawings and specifications to prospective bidders, assist the State in obtaining proposals from contractors and assist in the awarding of construction contracts. The State shall provide the Consultant with information listed in Exhibit A.

5.3 Addenda: No changes shall be made in the Project Program or the various documents prepared by the Consultant or material substitution approval after bids have been invited, except upon prior authorization by the State's authorized representative. The State shall review and act upon proposed addenda that may be required by the Bidding Phase.

5.4 Submittals: Consultant shall submit Bidding Instruments of Services as enumerated in Exhibit A.

ARTICLE 6 [EXCLUDED]
CONSTRUCTION PHASE

6.1 Commencement: The Construction Phase shall commence with the written authorization and direction to proceed given by the State's authorized representative when the official Notice to Proceed is issued to the successful bidder(s). The Consultant agrees to provide services in accordance with Exhibit A and Exhibit G. The Consultant shall administer the construction contracts in accordance with the provisions of the Construction Documents and as enumerated in Exhibit A of this Agreement upon receipt of a copy of the Notice to Proceed.

6.2 Consultant's Authority: The Consultant, as representative of the State during the Construction Phase, shall communicate with the construction contractors. All of the State's instructions to construction contractors shall be issued through the Consultant. Unless otherwise directed by the State's Authorized Representative, the Consultant shall have the authority to act on behalf of the State to the extent provided in the general conditions of construction contracts and in accordance with Article 6.7 of this contract.

6.3 Construction Observation: The Consultant shall make periodic on-site observations of the Project in accordance with Exhibit A. The purpose of the on-site observations will be to observe the progress and quality of the construction work being carried on to determine if the work is proceeding in accordance with the Construction Documents. Unless otherwise stated in Exhibit A, the Consultant shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work.

6.4 Responsibility for Construction: The Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the construction work, and shall not be responsible for a Contractor's failure to carry out the work in accordance with the Construction Documents. However, where the Consultant observes deficiencies in the work or where the Consultant observes Contractor failing to execute the construction work in accordance with the Construction Documents, the Consultant shall promptly notify the Contractor and the State in writing of all such deficiencies and shall inform the State when, in the Consultant's opinion, the work should be stopped. Authority to stop work shall, however, rest with the State.

6.5 Contractor Applications for Payment: Based on the Consultant's observation of the progress of the work for conformance with the Construction Documents and completion to the extent indicated by the Contractor, and evaluations of the Contractor's Applications for Payments, the Consultant shall promptly review and certify the amounts due the Contractor, to the best of the Consultant's knowledge and information.

6.6 Submission Review: The Consultant shall promptly review or take other appropriate action with respect to shop drawings, samples, or other submissions of Contractor for the purpose of checking for conformance with the Consultant's design intent and compliance with the information in the Construction Documents.

6.7 Changes to the Work: The Consultant shall prepare all reasonable changes to Construction Documents as required for the successful completion of the Project as requested by the State, and shall notify the State of additional services, if any, required by the State's request. Supplemental Agreements to the Construction contract shall be prepared by the Consultant using the form prescribed by the State.

6.7.1 Change Orders: The Consultant shall prepare all Change Orders to the construction contract. For purposes of this agreement, a change order is defined as a Supplemental Agreement. The Consultant shall prepare Supplemental Agreements using the "Supplemental Agreement Construction Contracts" located on the State's website.

6.7.1.1 The Consultant shall obtain the State's signed approval on all construction contract changes prior to communicating the change to the contractor and prior to executing a change order (supplemental agreement to the construction contract). The Consultant shall communicate all construction contract changes to the contractor in writing via a Construction Change Directive or other written order in the form as prescribe by, and signed by, the State.

6.7.1.2 Prior to submitting the construction contract Supplemental Agreement to the State, the Consultant shall review all contractor and subcontractor pricing to ensure all labor and material costs are submitted in units of labor, units of materials and their unit price/cost and ensure overhead and profit percentages are in accordance with the general conditions of the contract Exhibit H.

6.7.2 Contractor Claims: The consultant shall promptly review, analyze and respond to contractor claims and costs, including delay claims and associated costs, in accordance with the general conditions of the contract for construction Exhibit H-AIA 201 General Conditions (2007 Edition) as modified by the State. (incorporated by reference, and available from RECS).

ARTICLE 7 [EXCLUDED]
POST CONSTRUCTION PHASE

7.1 Commencement: The Post Construction Phase shall commence with the issuance of the Certificate of Substantial Completion. Consultant agrees to provide services in accordance with Exhibit A and Exhibit G and Instruments of Service as enumerated in Exhibit A. The established warranty period for the construction work will begin on the date stated on the Certificate of Substantial Completion.

7.2 Drawings of Record: See 10.1

7.3 Post Construction Warranty Review: The Consultant and its sub-consultants shall provide a review of the warranty performance of the construction as identified in Exhibit A. This review shall take place 10 months following the date of substantial completion. The Consultant shall inform the State promptly and report in writing of its findings during this review. The Consultant shall provide the required administrative services to assure that all defective work shall be corrected to the satisfaction of the State. In the event this review and related administrative services require more than the total person-hours identified in Exhibit A, or are not related to scope of work that is part of the consultant's responsibility to address during the progress of scope of work during the construction phase, the Consultant shall be eligible for additional compensation for the additional administrative services as an additional service.

ARTICLE 8
CONSULTANT COMPENSATION

8.1 Determination of Compensation: The State shall compensate the Consultant in accordance with the terms and conditions of this Agreement as provided in attached **Exhibit B**, Consultant's Fee Proposal.

8.1.1 Total Compensation: The Consultant's total compensation for Basic Services, Requested Additional Services (including, if applicable, Art in State Buildings, in Minn. Stat. § 16B.35) and Estimated Reimbursable Expenses shall be the dollar amount listed in the preamble to this Agreement, immediately before Article 1, and as enumerated in **Exhibit B**, Consultant's Fee Proposal.

8.2 Payments:

8.2.1 Consultant Progress Payments: The State shall pay the Consultant monthly on the basis of monthly invoices submitted by the Consultant, as provided in Section 8.2.2, provided (1) the sum of payments made by the State shall remain in proportion to the amount of work completed by the Consultant and (2) the total payment for any phase shall not exceed the fee for that phase as enumerated in Exhibit B.

8.2.2 Invoices: Payments shall be made upon presentation of valid invoices to the State by the Consultant in a format prescribed by the State. Invoices for services provided under this Agreement may be submitted monthly. In accordance with Minn. Stat. § 16A.124, the State agrees to pay the Consultant within thirty (30) days of the receipt of a valid invoice. Payments not made within thirty (30) days after the date of receipt of a valid invoice by the State's Authorized Agent, unless contested by the State, shall bear interest at a rate of one and one-half percent per month unless otherwise provided in Minn. Stat. § 16A.124. Such interest shall begin to accrue thirty (30) days following receipt by the State of a valid invoice for those services.

8.2.3 Subcontractor Payments: In accordance with Minn. Stat. § 16A.1245, the Consultant shall pay to each sub-contractor, within ten (10) calendar days of the Consultant's receipt of payment from the State, the amount paid to the Consultant on account of the sub-contractor's work to the extent of the sub-contractor's interest therein. If the Consultant does not make said payment to any sub-contractor within the specified time, the Consultant shall pay interest to the sub-contractor in the amount of one and one-half (1.5) percent per month, or any part of the month, on any undisputed amount not paid to the sub-contractor within ten (10) calendar days of the Consultant's receipt of payment from the State for any undisputed services provided by the sub-contractor unless otherwise provided in Minn. Stat. § 16A.1245. To the extent a sub-contractor provides for earlier or larger payments, the Consultant shall make payment to

the sub-contractor as provided for therein irrespective of the date or amount of any payment made by the State.

8.2.4 Payment Withheld: No deduction shall be made from payments to the Consultant on account of penalties, liquidated damages, or other sums withheld from payments to Contractors, provided nothing in this Section shall limit the State's remedies against the Consultant for costs or damages attributable to the Consultant's failure to perform under this Agreement.

8.3 Compensation Adjustments: [EXCLUDED]
For each phase of the Consultant's work commenced after an increase or decrease by the State in the Budgeted Cost of Construction, the Consultant's compensation for all remaining phases of the work shall be adjusted to a percentage of the new Budgeted Cost of Construction, based on the percentage fee shown in Exhibit B. Such adjustments shall not be retroactive for phases already completed. For any phase underway at the time the State adjusts the Budgeted Cost of Construction, the State shall prorate the adjustment of the Consultant's fee for the phase based upon the Project Schedule. The Consultant's fee shall not be decreased or increased should the contract award amount be more or less than the Budgeted Cost of Construction unless such increase or decrease is due to a change in the scope of the Project.

8.4 Additional Services:

8.4.1 Amendments/Supplemental Agreements: Amendments/Supplemental Agreements shall be executed for all additional services prior to the Consultant beginning any additional work that would incur a financial obligation to the State. Amendments/Supplemental Agreements resulting from an increase in the scope of the work defined in this Agreement are not valid or effective until all Consultant and State signatures are completed, until funds for that purpose are fully encumbered by the State and the State has issued the Consultant a written notice to proceed with the additional work. Until all signatures are received and funds are encumbered, there shall be no liability upon the State for payment of obligation or on the part of Consultant to commence services on the additional work. Any claim for additional fees shall be made to State immediately and not more than twenty (20) days after the Consultant's knowledge of the occurrence giving rise to the claim. Claims made after twenty (20) days shall not be honored by the State. Program changes requested by agency clientele shall be authorized only when such requests are made to the State's Authorized Representative in writing by authorized agency clientele personnel, and then only when the State's Authorized Representative approves such requests in writing and an Amendment to the contract has been executed.

8.4.1.1 The Consultant is obligated to inform the State when additional fees will occur and request additional fee compensation prior to performing any additional work that would result in an increase in compensation under this contract. The State is not obligated to pay any additional fee compensation on unauthorized work. For purposes of this contract, unauthorized work is defined as work performed without a contract or amendment to the contract.

8.4.1.2 Following execution of the original contract, should there be a disagreement between the Consultant and the State as to whether any services are included in the Consultant's contract or amendments, the Consultant shall continue to perform all services covered in the original agreement and amendments including if requested by the State services in dispute.

8.4.1.3 Following execution of the original contract and any amendments, a Consultant claim for additional fees due to spending more time on the work than anticipated shall not be a basis for a fee or contract sum increase.

8.4.2 Additional Services Compensation: [EXCLUDED]
Compensation for Additional Services is to be in addition to compensation for Basic Services. Additional Services provided by the Consultant and the Consultant's sub-consultants in the interest of the Project include, but are not limited to, those listed in Exhibit A. Compensation for Additional Services shall be in accordance with **Exhibit B**.

8.4.3 Revisions to Scope of the Project: **[EXCLUDED]**
In the event that revisions to the budget or program are required due to factors outside the Consultant's control through the Design Development Phase, the Consultant shall make all revisions necessary as provided in Article 8.3. When the contract amount is a fixed limit amount, Article 1.5.3 shall apply to revisions to the scope of the project wherein Article 8.3 is not applicable.

8.5 Reimbursable Expenses: Exhibit B identifies allowable reimbursable expenses. Allowable Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Consultant and the Consultant's employees, and sub-consultants for their work on the Project. An agreed upon amount will be negotiated by

the State and the Consultant prior to commencement of the Project. The Consultant will develop a projected breakdown of all allowable Project Reimbursable Expenses for approval - by the State.

8.6 Direct Expenses: Unless otherwise provided in **Exhibit B**, compensation for direct expenses is included in the Consultant's basic services compensation.

ARTICLE 9
CANCELLATION, TERMINATION BY ABANDONMENT OR SUSPENSION OR SCOPE REDUCTION, EXPIRATION

9.1 Cancellation:

9.1.1 Cancellation with Cause: If through any cause within the Consultant's control that is not authorized by the State, the Consultant shall fail to submit Instruments of Service and other documents as required herein and according to the stated Project Schedule, or if the Consultant shall violate any of the covenants, agreements, or perform such services in an unsatisfactory manner, the State shall have the right to cancel this Agreement upon seven (7) days written notice to the Consultant. If, upon cancellation, the State incurs additional cost as a result of the Consultant's failure to perform, the Consultant shall be responsible for the amount of such additional costs reasonably incurred by the State. The State shall be entitled to withhold from any payment due to the Consultant, an amount which the State reasonably believes may be its additional costs until such time as the exact amount of such additional cost is determined and the Consultant has rendered payment thereof. Nothing herein shall be construed to require the State to pay interest on any retainage amount held by the State under this Agreement.

9.1.2 Cancellation without Cause: In accordance with Minn. Stat. § 16C.08, subd. 5(a), the State, including, specifically, the commissioner of Administration may cancel this Agreement at any time without cause upon thirty (30) days written notice to the Consultant. Upon termination, the Consultant will be entitled to payment for authorized services satisfactorily performed through date of cancellation.

9.2 Abandonment, Suspension, or Scope Reduction:
[NOTE: AIA 201 uses the word "suspension"]

9.2.1 Notice: At any time during the term of this Agreement, the State may abandon the Project entirely, suspend it for an indefinite time, or reduce the scope or quality of the Project upon seven (7) days written notice to the Consultant.

9.2.2 Abandonment or Suspension: In the event that the State abandons the Project entirely or suspends same for more than ninety (90) calendar days, the Consultant shall only be entitled to compensation for services satisfactorily rendered as of the date of Notice of Abandonment or Suspension. In the event of abandonment or suspension, the Consultant shall remain the Consultant of record and be entitled to continue as the Consultant should the Project be recommenced within twelve (12) months after receipt of written notice.

9.3 Expiration: Subject to Section 1.0, unless otherwise canceled or terminated, this Agreement shall expire when the Consultant has satisfactorily performed all obligations and the State has made payment for same in accordance with this Agreement, but no later than twelve (12) months after the Consultant issues the final Certificate of Payment for the construction, as defined in Exhibit G or no later than five (5) years after the effective date of this Agreement, whichever occurs first.

ARTICLE 10
OTHER CONDITIONS

10.1 Drawings of Record: CONSULTANT shall, upon final completion of the Project, revise the original drawings and specifications to show all design changes made by CONSULTANT in the drawings, specifications, and addenda. CONSULTANT shall also revise the original drawings and specifications to show as-built conditions reported by the Contractor. CONSULTANT shall not be required to make a detailed survey of the project as-built and CONSULTANT shall not be responsible for the accuracy of information provided by the Contractor. However, CONSULTANT shall be required to document all supplemental agreement work that has been incorporated into the Project. These drawings and specifications shall be transmitted to the Department of Administration, Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Ave., St. Paul, Minnesota 55155-1625. These documents shall be referred to as Drawings of Record, and shall be submitted in accordance with Exhibit A, Attachment 6. The STATE acknowledges that these documents may not be a complete record of as-built condition and that the documents shall be used in accordance with Article 1.9 in this Agreement. Drawing format shall meet State of Minnesota, Real Estate and Construction Services, Computer Aided Drafting (CAD) Guidelines which are

hereby incorporated by reference and identified as Exhibit G in Article 12.

10.2 Insurance: Exhibit D1, which is attached and incorporated into this Agreement, identifies the insurance requirements for this Project. The Consultant shall provide the State with a copy of an insurance certificate(s) indicating compliance with the insurance requirements and limits in Exhibit D1.

The Consultant may satisfy such requirements for limits of insurance by presenting evidence that the aggregate value of insurance carried by the Consultant and its sub-consultants equal the required amount. The Consultant or its sub-consultants shall pay the insurance premiums.

10.3 Nondiscrimination: The Consultant agrees that during the term of this Agreement it will comply with the provisions of Minn. Stat. § 363A relative to nondiscrimination.

10.3.1 Nondiscrimination on account of race, creed, or color prohibited in contract: The vendor will comply with the provisions of Minn. Stat. § 181.59 which requires that 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 Consultant 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.

10.4 Tax Information: The Consultant is required to provide the Consultant's social security number or federal and state tax identification numbers. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require the Consultant to file tax return and to pay delinquent tax liabilities. This Agreement will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations. No other dissemination of this information is permitted.

10.5 Affirmative Action: The State intends to carry out its responsibility for requiring affirmative action by its consultants.

10.5.1 Covered Contracts and Consultants: If the Agreement exceeds $100,000 and the consultant employed more than forty (40) full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principal place of business, then the Consultant must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Consultant covered by Minn. Stat. § 363A.36 because it employed more than forty (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

10.5.2 Minn. Stat. § 363A.36: Minn. Stat. § 363A.36 requires the Consultant 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.

10.5.3 Minn. R. 5000.3400-5000.3600:

10.5.3.A General: Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 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 Consultant'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 Minn. R. 5000-3400-5000.3600 including, but not limited to, parts

5000.3420-5000.3500 and 5000.3552-5000.3559.

10.5.3.B Disabled Workers: The Consultant must comply with the following affirmative action requirements for disabled workers.

1. The Consultant 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 Consultant 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 Consultant 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 Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 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 Consultant 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 Consultant'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 Consultant must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Minn. Stat. § 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.

10.5.3.C. Consequences: The consequences for the Consultant'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 Agreement by the Commissioner or the State.

10.5.3.D. Certification: If applicable, the Consultant hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. Consultant shall complete and sign Exhibit E, Affirmative Action Certification, which is attached and made a part of this Agreement.

10.5.4 Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions: Contractor certifies that neither it nor its principles is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the contract award was based. Contractor shall provide immediate written notice to the State's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

10.5.5 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

10.5.6 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion: Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

10.5.6ACertification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10.5.6B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

10.6 Antitrust Laws: The Consultant hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust

violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

10.7 Government Data Practices Act: The Consultant and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 by either the Consultant or the State.

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

10.8 Energy Conservation and Sustainability: The Consultant shall predesign and design the project to comply with The State of Minnesota Sustainable *Building Guidelines (MSBG)* – also known as B3 Guidelines. The guidelines are available at the following website: www.msbg.umn.edu/index.html. This requirement applies to all new buildings, additions, and to major renovations. A major renovation is defined as at least 10,000 square feet and/or encompasses the complete replacement of the mechanical, ventilation, or cooling system of the building or a section of the building. During the development of the design, throughout all design phases, the Consultant shall submit all required documentation and enter all project data into the MSBG Tracking Tool located at the following website: www.msbgtracking.com. The Consultant shall enter sufficient data to achieve a "Compliant" status.

10.8.1 All Projects. The Consultant agrees to and shall provide energy efficient design and specify the maximum energy efficient equipment on all projects regardless of the project size or scope.
The consultant shall, through coordination and approval by the State, incorporate sustainable design options into the project.

10.9 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/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

10.10 Reports: If the final product of the contract is a written report, the Consultant must file a copy with the State of Minnesota Legislative Reference Library in accordance with Minnesota Statute 16C.08 Sub. 6. One (1) electronic copy (Word, PDF, URL) to reports@lrl.leg.mn and two (2) print copies to:

Legislative Reference Library
645 State Office Bldg.
100 Rev. Dr. MLK Jr. Blvd.
St. Paul, MN 55155

ARTICLE 11
OTHER PROVISIONS

11.1 The following clauses are excluded from this Agreement:

Article 2, Schematic Design Phase
Article 3, Design Development Phase
Article 4, Contract Documents Phase
Article 5, Bidding Phase
Article 6, Construction Phase
Article 7, Post Construction Phase
Article 8.3 of Article 8
Article 8.4.2 of Article 8
Article 8.4.3 of Article 8

11.2 In the event of a conflict between the terms of this Agreement, and its Exhibits, this Agreement shall take precedence. No terms and conditions of the Consultant's Fee Proposal Exhibit, or Consultant's Qualifications and General Requirements Proposal Exhibit, will be construed to modify, diminish or derogate the terms and conditions of this Agreement.

11.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Agreement:

- 1.7 Indemnification
- 1.8 State Audits
- 1.9 Ownership of Instruments of Service
- 1.10 Governing Law, Jurisdiction and Venue
- 10.7 Government Data Practices Act

ARTICLE 12
SCHEDULE OF EXHIBITS

The following documents are incorporated herein.

12.1 Exhibit A Scope of Services.

12.2 Exhibit B Consultant's Fee Proposal
12.3 Exhibit C Consultant's Qualifications Proposal or Not Applicable

12.4 Exhibit D
1. State Insurance Requirements
2. Consultant Certificate of Insurance

12.5 Exhibit E Affirmative Action Certification
Exhibit E1 Equal Pay Certification

12.6 Exhibit F Certification Regarding Lobbying

12.7 Exhibit G The State's Designer Procedures Manual, State's Predesign Manual for Capital Budget Projects, The State's Design Guidelines (including all amendments and appendices), Guide to Minnesota Environmental Review, the State's, Computer Aided Drafting (CAD) Guidelines, States Building Air Quality Guidelines, Building Infrastructure Standards for State Owned Buildings, Demolition Procedures, The State of Minnesota Sustainable Building Guidelines (B3), Real Estate and Construction Services Sustainable Building Guidelines, and Space Guidelines; current editions (incorporated by reference). A copy is available at: http://mn.gov/admin/business/vendor-info/construction-projects/. The Guide to Minnesota Environmental Review is available at http://www.eqb.state.mn.us/program.html?Id=18107#overview

12.8 Exhibit H AIA 201 General Conditions (2007 Edition) as modified by the State. (incorporated by reference, and available from RECS).

12.9 Exhibit I Affidavit of Noncollusion

12.10 Exhibit J Not Used

12.11 Exhibit K Consultant Performance Evaluation Form (Incorporated by reference. A copy is available at Web site: http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp)

12.12 Exhibit L Project Energy/Utility Savings Form (Incorporated by reference. A copy is available at Web site: http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp)

12.13 Exhibit M Not Used

12.14 Exhibit N Article 13 Supplementary Amendment to the *State of Minnesota State/Designer Basic Services Agreement* when using the Construction Manager at Risk Project Delivery Method. (Applicable for Construction Manager at Risk delivery method) (Incorporated by reference. A copy is available at Web site: http://mn.gov/admin/business/vendor-info/construction-projects/Forms/index.jsp).

IN WITNESS WHEREOF the State has caused this Agreement to be duly executed in its behalf and the Consultant has caused the same to be duly executed on its behalf.

1. **STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

SWIFT AGPS Order Number:
Certification Signature :
Date :

2. **CONSULTANT: "Consultant Firm Name"**

The Consultant certifies that the appropriate person(s) have executed the Agreement on behalf of the Consultant as required by applicable articles, by-laws, resolutions, or ordinances. The Consultant further certifies that no additions, omissions or other changes have been made to the Agreement other than providing requested information in Exhibits B and C.

By: _____ (Corporate Signature) Printed Name:
Title:
Date:

By: _____ (Corporate Signature) Printed Name:
Title:
Date:

3. **STATE AGENCY**: Department of Administration

Contract approval and certification that state funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

By: _____ (Authorized Signature) Printed Name: Gordon Christofferson or Wayne Waslaski
Title: Project Operations Manager or Senior Director
Date:

4. **COMMISSIONER OF ADMINISTRATION,** as delegated to Materials Management Division:

By: (Authorized Signature)
Date: