

**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 Environmental Management Associates, Inc., 714 Linden St., Mendota Heights, MN 55118 ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of asbestos and other hazardous material remediation design services.
3. The Contractor 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 Minn. Stat. § 16C.05, subd. 2.
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:** June 30, 2014.
- 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

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:

The scope of work for this master contract includes, but is not limited to, the tasks describe below. A complete detailed description of required work will be furnished in each work order contract issued.

- Site inspection to develop proposals for design.
- Remediation drawings, specifications, and public bidding.
- Emergency response process.
- Architectural and engineering design that is incidental to the abatement in order to repair, replace and patch existing construction that requires removal as a result of the abatement. (Note: this design may be accomplished by a subconsultant). All design shall be in accordance with the Consultant Designer Procedures Manual and Real Estate Construction Services Guidelines (available at www.admin.state.mn.us/recs).

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. Consultant's compensation shall be based on Exhibit B, Consultant's fee schedule of hourly rates, which is attached and incorporated into this agreement. Consultant's fee schedule may be revised once a year at June 20, 2010; however, hourly rates may not exceed a 5% increase over the last State approved fee schedule rates for each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State and remain in effect until a qualifying revised fee schedule is received by the State.

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of any work order contract will be reimbursed in same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Minnesota Management and Budget. 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 Minn. Stat. § 16C.08, subd. 5(b), 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 Representative for this master contract is Patrick Klaren, 651.201.2384, or his/her successor, and has 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 James D. Rasimini, President, 612.817.0328. 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 **Liability**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this master contract or work order contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this master contract or any work order contract.

9 **State Audits**

Under Minn. Stat. § 16C.05, subd. 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, Minn. Stat. 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 Minn. Stat. § 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

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 Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 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 *Minn. Stat. § 363A.36.* Minn. Stat. § 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 *Minn. R. Parts 5000.3400-5000.3600.*
- a. *General.* Minn. R. Parts 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 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 Minn. R. 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 Minn. Stat. § 363A.36 and Minn. R. 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 Minn. Stat. § 176.181, subd. 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 Minn. Stat. § 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 Minn. Stat. § 181.59** The vendor will comply with the provisions of Minn. Stat. § 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 Minn. Stat. § 270.66, 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 tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Contractor to file state tax returns and pay delinquent state tax liabilities, if any.

19 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in Location of Service Disclosure and Certification Forms submitted with each Work Order shall be accurate and incorporated into this contract by reference.

20 Employee Status

By order of the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, Contractor certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States' immigrations laws; and
2. By the date of the performance of services under this contract, Contractor and all its subcontractors have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

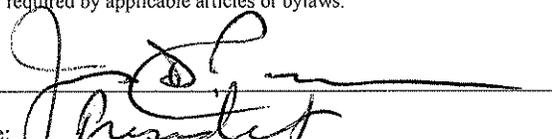
Contractor shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by Contractor and made available to the state upon request. If Contractor or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the state reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debaring the contractor from state purchasing.

21. Summary of Exhibits

- Exhibit A- Sample Work Order, attached and incorporated into this agreement**
- Exhibit B- Consultant's Fee Schedule, which is attached and incorporated into this agreement.**
- Exhibit C- Consultant's Proposal, which is incorporated by reference.**
- Exhibit D- Insurance Requirements, attached and incorporated into this agreement**
- Exhibit E- Affirmative Action Certificate, attached and incorporated into this agreement.**
- Exhibit F- Sample Location of Service Disclosure Form, attached and incorporated into this agreement.**
- Exhibit G- Not used.**
- Exhibit H-Not Used**
- Exhibit I- Affidavit of Non-Collusion, attached and incorporated into this agreement.**
- Exhibit J- Immigration Status Certification Form, attached and incorporated into this agreement.**

1. CONTRACTOR

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: 
 Title: President
 Date: 7/1/09

2. STATE AGENCY

By: 
 (with delegated authority)
 Title: Asst. Director
 Date: 7/14/09

3. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

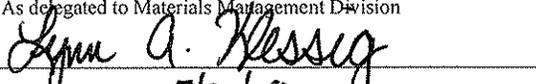
By: 
 Date: 7/20/09

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 _____, CFMS 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 Minn. Stat. § 16C.05, subd. 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.

TSI/Floor Tile/Ceiling Tile Abatement
Brainerd RTC
1777 Hwy. 18 East, Brainerd, MN. 56401
Mr. Mike Scanlon 218.330.7464
Completed August 2008

F. Licensing Requirements and Obligations

All services provided by Environmental Management Associates, Inc. will be in compliance with MN. Dept. of Health licensing requirements and MN. statues 326.70-326.81 (see attached current license).

G. Compliance with State's Manuals and guidelines

I have read and will provide services in compliance with the current edition of the State's Computer Aided Drafting (CAD) Guidelines.

H. Contract Terms and Conditions

I accept the terms and conditions in the State's Professional and Technical Services Master Contract and Professional and Technical Services Master Work Order Contract.

I. Insurance Requirements

I understand the insurance requirements in sec. IV, legal requirements and notices and I am able to meet those requirements if a Work Order Contract is offered.

J. Affidavit of Noncollusion (see attachment)

Conflict of Interest - None

K. Fee Schedule and Reimbursable Expenses

The Hourly Fee Schedule for **James D. Risimini** is **\$105.00 per hour**. All reimbursable expenses will be billed in accordance with the State's allowable reimbursable schedule.

Also attached:

Affirmative Action Certification

Location of Services Disclosure

Immigration Status certification

Current Design License and applicable certificates

51% Certified Asbestos Design Affidavit

**State/Consultant Basic Services
Insurance Requirements**

The following insurance requirements will be required for services provided under a basic services agreement and professional and technical services contract:

1. Consultant will be required to file with the State's authorized agent a certificate of insurance for each type of insurance within 30 days of execution of this Agreement and prior to commencement of any work under this Agreement. Consultant's policy(ies) should be primary and non-contributory insurance to any other valid and collectible insurance available to the State with respect to any claims arising out of this Agreement. Such Certificates and the insurance policies shall contain a provision that coverage afforded under these policies shall not be cancelled, non-renewed, reduced in limits or coverage or other material change without at least 30 days advance written notice to the State.
2. The Consultant will be required to maintain and furnish satisfactory evidence of the following insurance policies:
 - a. Valuable Papers Insurance covering loss by any insurable means, of all data furnished to the Consultant by the State, and for partially completed data for which State has made payment in an amount not less than full reproduction value.
 - b. *Workers' Compensation Insurance:* The Consultant must provide Workers' Compensation insurance for all its employees and, in case any work is subconsultant, the Consultant will require the subconsultant to provide Workers' Compensation insurance in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability, at limits not less than \$100,000.00 bodily injury by disease per employee; \$500,000.00 bodily injury by disease aggregate; and \$100,000.00 bodily injury by accident. The Consultant's employees, agents and subconsultants 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.
 - c. *Commercial General Liability:* The Consultant will be 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 subconsultant or by anyone directly or indirectly employed under the contract. Insurance minimum amounts will be as follows:
 - \$2,000,000.00 – per occurrence
 - \$2,000,000.00 – annual aggregate
 - \$2,000,000.00 – annual aggregate applying to Products and Completed Operations

In addition, the following coverage should be included:

Personal Injury & Advertising Injury
Products and Completed Operations Liability
Blanket Contractual Liability
Name the state as an Additional Insured

- d. *Commercial and Personal Automobile Liability:*
 - d.1. *Commercial Automobile Liability:* The Consultant will be required to maintain insurance protecting the Consultant 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 such operations were by the Consultant or by subconsultant or by anyone directly or indirectly employed under the contract. Insurance minimum amounts will be as follows:

\$2,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverage should be included:

Personal Injury & Advertising Injury
Products and completed operations Liability
Blanket Contractual Liability
Name the State as an Additional Insured

- d.2. Personal Automobile Liability: If Consultant or it's subconsultant(s) staff use personal vehicles to perform contract services, the Consultant must provide a copy of the Certificate of Insurance for Personal Automobile Liability coverage for each employee of Consultant and subconsultant(s) who will be using their personal vehicle to perform the services as evidence of satisfactory compliance with state of Minnesota financial responsibility requirements of Minn. Stat. § 65B.48. Evidence of Personal Automobile Liability coverage is not required if the Commercial Automobile Liability policy includes personal vehicles when used for business purposes Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance

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

The Consultant shall maintain insurance covering any actual or alleged negligent acts, errors or omissions, arising out of performance of, or the failure to perform, such professional services included in the Agreement. Additionally, the Consultant shall require its consultants and their subconsultants, if any to maintain professional liability insurance. All such insurance shall be maintained for a minimum of 3 years following completion or earlier termination of the Project. Unless otherwise specified, the Consultant will be required to carry the following **minimum** amounts:

\$2,000,000.00 – per claim or event

\$2,000,000.00 – annual aggregate

Any deductible will be the sole responsibility of the Consultant and may not exceed \$50,000 without the written approval of the State. If the policy is claims made, it shall contain the following language:

- Prior acts or retroactive date of coverage shall not be subsequent to the effective date of this Agreement; and
- Automatic or extended discovery provisions of 3 years following completion or earlier termination of the Project.

In the event the State decides to purchase a project specific professional liability policy, the Consultant's fee will be reduced by the Consultant's premium credit.

Consultant will be required to:

- Include legal defense fees in addition to its liability policy limits, with the exception of 2.e above; and
- Obtain insurance policies from an insurance company having an "AM BEST" rating of A- (minus), Financial Size Category of VII and be authorized to do business in the state of Minnesota.

3. The State reserves the right to immediately terminate the contract if the Consultant is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Consultant. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to State's authorized agent upon written request.

State Of Minnesota – Affirmative Action Certification

Exhibit E

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.

- 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: Environmental Management Assoc. Inc. Date 5/27/09
 Authorized Signature: [Signature] Telephone number: 612 817 0328
 Printed Name: James D. Resimino Title: President

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

**STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION**

LOCATION OF SERVICE DISCLOSURE

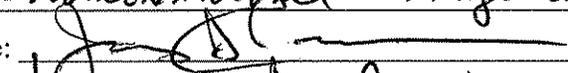
Check all that apply:

- The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of
- (1) the identity of the company (identify if subcontractor) performing services outside the United States;
 - (2) the location where services under the contract will be performed; and
 - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: Environmental Management Assoc. Inc.

Authorized Signature: 

Printed Name: James A. Resimire

Title: President

Date: 7/1/09 Telephone Number: 612.817.0328

STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

Firm Name: Environmental Management Associates, Inc.

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

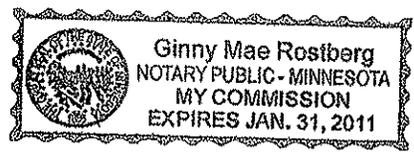
1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal, including fees when required to be part of the proposal, submitted in response to the Request for Proposals for above-referenced project 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 Proposal, 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; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: Environmental Management Associates, Inc.
Authorized Signature: [Signature]
Date: 5/29/09

Subscribed and sworn to me this 29 day of May 2009

Notary Public Ginny Mae Rostberg
My commission expires: January 31, 2011

(Rev. 12/00)



State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: Services Management Assoc. Inc. Date: 5/29/2009
Authorized Signature: [Signature] Telephone Number: 612 817 0328
Printed Name: James D. Resimone Title: President

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at 1-800-375-5283 (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529



CERTIFICATE OF LIABILITY INSURANCE

OP ID DN
ENVIR-1

DATE (MM/DD/YYYY)

06/30/09

PRODUCER Bearence Management Group 111 3rd Ave S, Suite 400 Minneapolis MN 55401 Phone: 612-436-5600 Fax: 612-436-5601		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Environmental Management Associates, Inc. Attn: James Risimini 714 Linden St. Mendota Heights MN 55118		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Rockhill Insurance Co.	
		INSURER D:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	RPKGE00088000	11/01/08	11/01/09	EACH OCCURRENCE	\$ 2000000			
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50000			
					MED EXP (Any one person)	\$ 5000			
					PERSONAL & ADV INJURY	\$ 2000000			
					GENERAL AGGREGATE	\$ 2000000			
					PRODUCTS - COMP/OP AGG	\$ 2000000			
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
					AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
					GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
					EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below			<input type="checkbox"/> Y <input type="checkbox"/> N WC STATUTORY LIMITS <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$				
	OTHER								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Below named certificate holder is an Additional Insured relative only to work performed under contract by the Named Insured on behalf of the Certificate Holder.

CERTIFICATE HOLDER STATE 02 State of Minnesota St. Paul MN 55101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---



CERTIFICATE OF LIABILITY INSURANCE

OP ID DN
ENVIR-1

DATE (MM/DD/YYYY)

06/30/09

PRODUCER Bearence Management Group 111 3rd Ave S, Suite 400 Minneapolis MN 55401 Phone: 612-436-5600 Fax: 612-436-5601		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Environmental Management Assoc James Risimini 714 Linden St. Mendota Heights MN 55118		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Rockhill Insurance Co.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDITIONAL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
X		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR Professional Liab	RPKG00088000	11/08/08	11/01/09	EACH Claim \$ 2000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO:JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Deductible of \$2,500/claim & retroactive date of 11-1-04. Below named certificate holder is an additional insured with respect to work performed under contract by the Named Insured on behalf of the Certificate Holder

CERTIFICATE HOLDER State of Minnesota St. Paul MN 55101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---



STATE OF MINNESOTA
CONTRACT

ADMINISTRATION

(THIS IS NOT A PURCHASE ORDER)

CONTRACT NO: 441623

DATE PRINTED: 07/09/09

PAGE NO: 1

REQN. NO. :
REQR. NAME : ADMIN/REAL ESTATE & CONSTR SERVICES
AGENCY REQN. NO. :

SOLICITATION NO. :

VENDOR NUMBER : 185873000-01
VENDOR CONTACT : JAMES RISIMINI
VENDOR PHONE : (612) 817-0328
VENDOR FAX : (651) 291-1709
VENDOR E-MAIL :

MASTER PROF/TECH SERV CONTRACT

ENVIRONMENTAL MGMT ASSOC INC
714 LINDEN ST
MENDOTA HEIGHTS, MN 55118

STATE'S AUTHORIZED AGENT:
DEBRA L NORDLING
PHONE: (651)201-2373

CONTRACT TITLE: MASTER CONTRACT ASB & HAZ MAT DESIGN

CONTRACT PERIOD: 07/01/09 TO: 06/30/14

DELIVERY: SEE WORK ORDER

DISCOUNT TERMS: NONE

MINIMUM ORDER AMOUNT:

F.O.B.: DESTINATION

BOND AMOUNT IF REQUIRED:

CONTRACT REGION: ALL MINNESOTA

AVAILABLE TO POLITICAL SUBDIVISIONS: NO
(If yes, see terms & conditions)

INSTRUCTIONS TO VENDOR

1. This contract incorporates by reference all terms, conditions, and specifications of the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this Contract, second the RFP/RFB and third the vendor's response.
2. Vendor/Company (if a corporation, signatures of two corporate officers are requested) signature required below.

In witness whereof, the parties have caused this contract to be duly executed and will be bound thereby.

VENDOR/COMPANY NAME:

STATE AGENCY OR DEPARTMENT:

NAME: _____
TYPE OR PRINT ENTITY NAME

NAME: _____
TYPE OR PRINT STATE OF MINNESOTA NAME

BY: _____
AUTHORIZED SIGNATURE

BY: _____
AUTHORIZED SIGNATURE

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____
AUTHORIZED SIGNATURE

COMMISSIONER OF ADMINISTRATION
Or delegated representative

TITLE: _____

BY: _____
AUTHORIZED SIGNATURE

DATE: _____

DATE: _____

PRICE SHEET

MASTER PROF/TECH SERV CONTRACT

NAME: ENVIRONMENTAL MGMT ASSOC INC

CONTRACT NO: 441623

PAGE NO: 2

LINE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: ALL MINNESOTA				
00001	COMMODITY CODE: 030-06-000000 SCIENTIFIC/INTELLECTUAL SERVICES(P/T)	1	JOB	0.00	
	<p style="text-align: right;">CONTRACT TOTAL</p>				<p style="text-align: right;">\$ 1,000,000.00</p>