

STATE OF MINNESOTA (REV 10/20/2014)

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

RECS Project ID.:	N/A	Project Mgr.:	Gordon Christofferson	Contract Specialist:	Sherry Van Horn
		Control No.:	48108	RFP Event ID (if applicable):	2-3225
Project Name : Testing and Inspection Services Master Contract					

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

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

SWIFT Contract No: **T#15ATI/85261**

 Number/Date/Entry Initials

SWIFT Order: _____
 Number / Date/ See Signature Page

[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: **Peer Engineering Inc.**
7615 Golden Triange Dr
Eden Prairie MN 55344-3733

Contract Execution Date: 11/17/2014
Contract End Date: 10/31/2016
 (*Note: According to Minn. Stat. 16C.08 Subd. 3(5), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)

Contact Person: **Stephen T. Jansen**
Contact Person Phone: **952.697.0570**
Contact Person Fax:
Contact Person Email: sjansen@peerengineering.com

**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 Peer Engineering Inc., 7615 Golden Triange Dr., Eden Prairie MN 55344-3733("Contractor").

Recitals

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

Master Contract

1 Term of Master Contract

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

2 Scope of Work

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

Phase I Environmental Investigation, Phase II Environmental Investigation, and Remediation Services.

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

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

3 Time

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

4 Consideration and Payment

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

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

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

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

4.2. Payment

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

5 Conditions of Payment

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

6 Authorized Representatives and Project Managers

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

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

The Contractor's Authorized Representative is Stephen T. Jansen, President, sjansen@peerengineering.com, 952.697.0570. If the Contractor's Authorized Representative changes at any time during this master contract, the Contractor must immediately notify the State.

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

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

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

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

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

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

8 **Indemnification**

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

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

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

9 **State Audits**

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

10 **Government Data Practices and Intellectual Property**

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

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

10.2. **Intellectual Property Rights**

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

(B) *Obligations*

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

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

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

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

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

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

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

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

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

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

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

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

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

12 Workers' Compensation and Other Insurance

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

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

13 Publicity and Endorsement

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

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

14 Governing Law, Jurisdiction, and Venue

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

15 Payment to Subcontractors

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

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

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

17 **Termination**

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

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

18 **Data Disclosure**

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

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

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

20 **Schedule of Exhibits**

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

Exhibit A: Sample Work Order

Exhibit B: Fee Schedule

Exhibit C: Consultant's Categories of Service and Experience

Exhibit D: State Insurance Requirements

Exhibit E: Affirmative Action Certification

Exhibit F: Certification Regarding Lobbying

Exhibit G: Not Used

Exhibit H: Not Used

Exhibit I: Affidavit of Noncollusion

1. CONTRACTOR – Peer Engineering Inc.

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

By: *Stephen Jansen*
Title: President
Date: 11/6/14

2. STATE AGENCY – Department of Administration

By: *[Signature]*
(with delegated authority)

Title: _____

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: *[Signature]*

Date: 11/17/2014

39894

Exhibit A

SAMPLE STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES WORK ORDER CONTRACT

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

Work Order Contract

1 Term of Contract

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

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

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

2 Contractor's Duties

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

3 Consideration and Payment

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

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

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

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

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

4 Project Managers

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

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

SIGNATURES AS REQUIRED BY THE STATE.

FEE SCHEDULE
PEER ENGINEERING, INC.
Minnesota Department of Administration
Real Estate and Construction Services
(Projects Less Than 50 Mile Radius of Office)

Exhibit B1

Submitted: October 6, 2014

Staff Name	State Project Role	Billing Rate*
Kenneth Larsen, P.E., P.G.	Project Manager	\$175.00
Stephen Jansen, M.S., P.G.	Project Manager	\$175.00
Mark Johnson	Project Manager	\$175.00
Bob Rykken, P.E., P.G.	Project Manager	\$155.00
Bruce Schaepe, P.E.	Project Engineer	\$150.00
Derek Schilling, P.G.	Project Manager	\$145.00
Steve Hodek	Senior Professional	\$150.00
James Stephan	Senior Professional	\$140.00
Matt Erickson, P.G.	Senior Professional	\$135.00
Imants Pone	Senior Professional	\$120.00
Ann Morin-Jansen	Senior Professional	\$120.00
Kelly Brown	Senior Professional	\$120.00
Becca Reason	Professional	\$105.00
Steve Luth	Professional	\$95.00
Jeff Arndt, P.G.	Professional	\$85.00
Megan Carlson, M.S.	Field Professional	\$80.00
Brendan Ward	Field Professional	\$80.00
Rich Fons	Field Professional	\$70.00
Julie Baumeister, M.S.	Field Professional	\$70.00
Tom Einberger	Field Professional	\$70.00
Mike McCullough	Clerical	\$110.00
Jen Croft	Clerical	\$65.00
Kathy Sharp	Clerical	\$50.00
*Note: Above hourly rates include mileage, travel time, and basic equipment charges; rates do not include laboratory analysis and drilling costs for Phase II Investigations which are highly variable and project specific.		

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

STJ-Peer
 11/6/14 SV 

FEE SCHEDULE
PEER ENGINEERING, INC.
Minnesota Department of Administration
Real Estate and Construction Services
(Projects More Than 50 Mile Radius of Office)

Exhibit B2

Submitted: October 6, 2014

Staff Name	State Project Role	Billing Rate*
Kenneth Larsen, P.E., P.G.	Project Manager	\$220.00
Stephen Jansen, M.S., P.G.	Project Manager	\$220.00
Mark Johnson	Project Manager	\$220.00
Bob Rykken, P.E., P.G.	Project Manager	\$195.00
Bruce Schaepe, P.E.	Project Engineer	\$190.00
Derek Schilling, P.G.	Project Manager	\$185.00
Steve Hodek	Senior Professional	\$190.00
James Stephan	Senior Professional	\$180.00
Matt Erickson, P.G.	Senior Professional	\$175.00
Imants Pone	Senior Professional	\$160.00
Ann Morin-Jansen	Senior Professional	\$160.00
Kelly Brown	Senior Professional	\$160.00
Becca Reason	Professional	\$135.00
Steve Luth	Professional	\$125.00
Jeff Arndt, P.G.	Professional	\$115.00
Megan Carlson, M.S.	Field Professional	\$110.00
Brendan Ward	Field Professional	\$110.00
Rich Fons	Field Professional	\$100.00
Julie Baumeister, M.S.	Field Professional	\$100.00
Tom Einberger	Field Professional	\$100.00
Mike McCullough	Clerical	\$110.00
Jen Croft	Clerical	\$65.00
Kathy Sharp	Clerical	\$50.00

***Note:**

Above hourly rates include mileage, travel time, overnight travel expenses and basic equipment charges; rates do not include laboratory analysis and drilling costs for Phase II Investigations which are highly variable and project specific.

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

STG-Peer
11/6/14

Exhibit C

CONSTRUCTION TESTING AND INSPECTION SERVICES ~~RFP- EXHIBIT A~~

Name of Firm Peer Engineering, Inc. Proposal
Dated October 6, 2014

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

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

Geotechnical Services

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

Concrete Testing and Inspection Services

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

Masonry Testing and Inspection Services

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

Structural Steel Testing and Inspection

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

Pavement Testing and Inspection

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

Fireproofing / Firestopping Testing and Inspection

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

Other

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

Phase I Archaeological Resources Investigation

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

Phase II Archaeological Resources Investigation

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

Phase I Environmental Investigation

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

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

Phase II Environmental Investigation

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

Remediation Services

- Prepare and, upon approval, implement the Response Action Plan (RAP) and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Following completion of the RAP, prepare an Implementation Report for submission to the MPCA for review and approval in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Other Design of subsurface vapor mitigation systems for both new and existing structures to address a wide range of contaminant types including radon, petroleum compounds, and chlorinated solvents.

Comments:

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

Peer is a Minnesota-based environmental consulting and engineering company that specializes in services related to property transactions, redevelopment, construction and infrastructure projects. We provide a full range of environmental services to a wide array of public and private clients including Phase I and Phase II Environmental Site Assessments (ESAs); Phase II investigations; Response Action Plan (RAP) preparation; asbestos, lead-based paint and other hazardous materials identification and abatement oversight; turnkey remediation; and environmental monitoring, sampling, testing and documentation related to RAP/construction implementation. Our company also has specialized expertise in the areas of soil gas investigation and designing subsurface vapor mitigation systems for both new and existing structures addressing a wide range of contaminant types including radon, petroleum compounds, and chlorinated solvents.

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

- 1. Project title**
- 2. Scope**
- 3. Dates started and completed**
- 4. Name and number of years experience of Responder's staff member supervising the project (must be minimally 5 years of experience and must be registered or certified in the State of MN)**
- 5. Client's company name, mailing address**
- 6. Client's contact person name, position title, telephone and fax numbers**

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Construction Testing and Inspection Services ~~RFP – Exhibit A~~
Peer Engineering Submittal

Part B – Project References:

Phase I Environmental Investigation Projects

Project #1 – Phase I Environmental Investigation

1. Project title: Glendale Housing Redevelopment, Minneapolis, Minnesota.
2. Scope: Conducted Phase I Environmental Site Assessment (ESA) of a 12-acre residential property consisting of six parcels of land located south of the intersection of University Avenue SE and St. Mary's Avenue SE. The property, which is targeted for redevelopment, is occupied by 28 residential row houses/townhomes (the Glendale Townhomes), an office building, maintenance garage and community building. Work included review of available environmental reports from Minnesota Pollution Control Agency (MPCA) and Hennepin County files for adjoining contaminated properties, governments records search, historical data review, site reconnaissance, interviews and preparation of Phase I ESA report. The Phase I was completed to the ASTM E1527-13 and MPCA standards, and included visual observations for suspect asbestos-containing materials (ACM) and PCB-containing electrical equipment in the property structures.
3. Dates started and completed: July 2014 – September 2014.
4. Name and number of years experience of Responder's staff member supervising the project: Steve Jansen, 28 years.
5. Client's company name, mailing address: Hennepin County, Department of Environmental Services, 701 Fourth Avenue South, Suite 700, Minneapolis, Minnesota 55415-1842.
6. Client's contact person name, position title, telephone and fax numbers: Gil Gabanski, Project Manager/Senior Environmentalist, Phone: (612) 348-4843, Fax: (612) 348-8532.

Project #2 – Phase I Environmental Investigation

1. Project title: Waseca Street Properties, Duluth, Minnesota.
2. Scope: Conducted Phase I ESA of a commercial property located in west Duluth targeted for acquisition and use by a plastic products manufacturing company. The property was approximately 3 acres in size and occupied by a 30,000 square foot vacant warehouse structure. Work included review of available environmental reports from the MPCA's files for adjoining contaminated properties, governments records search, historical data review, site reconnaissance, interviews and preparation of Phase I ESA report. The Phase I was completed to the ASTM E1527-13 and MPCA standards, and included visual observations for suspect ACM and PCB-containing electrical equipment in the property structure. The project was funded by an MPCA/Minnesota Technical MNTBAP assessment grant.
3. Dates started and completed: January 2014 – March 2014.
4. Name and number of years experience of Responder's staff member supervising the project: Kelly Brown, 26 years.
5. Client's company name, mailing address: MPCA, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194.

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**Construction Testing and Inspection Services ~~RFP – Exhibit A~~
Peer Engineering Submittal**

6. Client's contact person name, position title, telephone and fax numbers: Shanna Schmitt, Phone: (651) 757-2697, Fax: N/A.

Project #3 – Phase I Environmental Investigation

1. Project title: Former Hospital Linen Redevelopment, St. Paul, Minnesota.
2. Scope: Conducted Phase I ESA of a 1.5-acre vacant former commercial property targeted for residential redevelopment, located at East 7th Street and Bates Avenue in St. Paul. Work included review of available environmental reports from the MPCA's files related to previous soil remediation conducted at the property, government records search, historical data review, site reconnaissance, interviews and preparation of Phase I ESA report. The Phase I ESA was completed to ASTM and MPCA standards. A Phase II ESA was conducted and Response Action Plan/Construction Contingency Plan (RAP/CCP) was prepared following completion of the Phase I ESA, and the project was enrolled in the MPCA Voluntary Investigation & Cleanup (VIC) and Petroleum Brownfields Programs to obtain liability assurances and RAP approval.
3. Dates started and completed: August 2013 – September 2013.
4. Name and number of years experience of Responder's staff member supervising the project: Jim Stephan, 28-years.
5. Client's company name, mailing address: Dominium Development & Acquisition, LLC, 2905 Northwest Boulevard, Suite 150, Plymouth, MN 55441.
6. Client's contact person name, position title, telephone and fax numbers: Patrick Ostrom, Associate Developer, Phone: (763) 354-5644, Fax: N/A.

Project #4 – Phase I Environmental Investigation

1. Project title: Trunk Highway 100 Reconstruction, St. Louis Park, Minnesota
2. Scope: Performed Phase I ESA of 1.25 mile section of Highway 100 beginning at West 36th Street and extending north to West 26th Street (including the intersections with Highways 5 and 7). The assessment included all parcels located within 500 feet of the proposed construction limits for the project. Work included review of available environmental reports from MPCA, government records search, historical data review, interviews, site reconnaissance of the Project Corridor, and preparation of a comprehensive report which included ranking all parcels relative to their potential environmental impact to the proposed project.
3. Dates started and completed: July 2012 – August 2012.
4. Name and number of years experience of Responder's staff member supervising the project: Ken Larsen, 26 years.
5. Client's company name, mailing address: Minnesota Department of Transportation, 395 John Ireland Boulevard, St. Paul, MN 55155.
6. Client's contact person name, position title, telephone and fax numbers: Keri Aufdencamp, Hydrogeologist, Phone: (651) 366-3627, Fax: N/A.

Phase II Environmental Investigation Projects

Project #1 – Phase II Environmental Investigation

1. Project title: 602 Residences, Minneapolis, Minnesota.
2. Scope: The 602 Residences is a 0.5 acre commercial site located in the warehouse district of downtown Minneapolis. A Phase II ESA was conducted to address recognized environmental conditions identified by a Phase I ESA and to provide current subsurface environmental data to support site redevelopment. Work included completion of soil borings, temporary soil gas probes, temporary monitoring wells, and associated soil, soil gas and groundwater analytical testing. The investigation results were summarized in a Phase II ESA report, and a RAP/CCP was prepared to address identified soil contamination during redevelopment. The site was subsequently enrolled in the MPCA VIC and Petroleum Brownfields Programs to obtain technical approvals and applicable liability assurances.
3. Dates started and completed: August 2014 – September 2014.
4. Name and number of years experience of Responder's staff member supervising the project: Becca Reason, 6 years.
5. Client's company name, mailing address: Solhem Companies, 3021 Holmes Ave, Suite 101 Minneapolis, MN 55408.
6. Client's contact person name, position title, telephone and fax numbers: Curt Gunsbury, Owner, Phone: (612) 216-2825, Fax: N/A.

Project #2 – Phase II Environmental Investigation

1. Project title: Old Williams School, Williams, Minnesota.
2. Scope: Conducted Phase II Investigation of a former school property to evaluate the property for potential soil contamination and related groundwater impacts associated with past land use activities. Past land use activities included the use and handling of hazardous substances and petroleum products and the potential past presence of an underground storage tank (UST). Prior to conducting the Phase II Investigation, Peer prepared a work plan following MPCA guidance documents, including preparation of a Sampling and Analysis Plan (SAP) and a Site Safety and Contingency Plan; the work plan and SAP were approved by the MPCA Project Manager. The Phase II Investigation included completion of soil borings in pre-selected locations across the property, installation of temporary groundwater monitoring wells, and collection and analysis of soil and groundwater samples. Boring locations and sampling parameters were selected based on former locations of structures and operational areas identified in the Phase I ESA. The project was funded by an MPCA/Minnesota Technical MNTBAP assessment grant.
3. Dates started and completed: January 2013 – June 2013.
4. Name and number of years experience of Responder's staff member supervising the project: Imants Pone, 14 years.

Event ID: G0211-2000003225

**Construction Testing and Inspection Services ~~RFP - Exhibit A~~
Peer Engineering Submittal**

5. Client's company name, mailing address: MPCA, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194.
6. Client's contact person name, position title, telephone and fax numbers: John Betcher, Phone: (651) 757-2226, Fax: N/A.

Project #3 – Phase II Environmental Investigation

1. Project title: Trunk Highway 23, Duluth, Minnesota.
2. Scope: Conducted a Phase II Investigation of Trunk Highway (TH) 23, located in Duluth, St. Louis County, Minnesota to evaluate subsurface conditions at locations of potential environmental concern identified by a Phase I Environmental Assessment associated with a roadway reconstruction project planned by the Minnesota Department of Transportation (MnDOT). The Phase II Investigation project area included an approximate 4.8 mile segment of TH 23 between County State Aid Highway (CSAH) 3 and Interstate Highway 35 (I-35). The Phase II investigation included completion of over seventy soil borings along the planned construction corridor, soil and groundwater sampling and analytical testing for parameters of potential environmental concern, and assistance with obtaining No Association Determination letters for selected right-of-way acquisition parcels from the MPCA VIC Program.
3. Dates started and completed: April 2014 – September 2014.
4. Name and number of years experience of Responder's staff member supervising the project: Ken Larsen, 26 years.
5. Client's company name, mailing address: Minnesota Department of Transportation, 395 John Ireland Boulevard, St. Paul, MN 55155.
6. Client's contact person name, position title, telephone and fax numbers: Carolyn Boben, Hydrogeologist, Phone: (651) 366-3621, Fax: N/A.

Remediation Services Projects

Project #1 – Remediation Services

1. Project title: The Station on Washington Redevelopment, University of Minnesota East Bank, Minneapolis, Minnesota.
2. Scope: Completed Phase I ESA, Phase II ESA, Hazardous Materials Survey of existing building, and prepared RAP/CCP which was submitted to and approved by the MPCA VIC Program. Also conducted environmental monitoring, testing and documentation during RAP implementation and construction of a new student housing apartment building. Prepared RAP Implementation Report which was submitted to and approved by the MPCA.
3. Dates started and completed: 2012 – 2013.
4. Name and number of years experience of Responder's staff member supervising the project: Mark Johnson, 25 years.
5. Client's company name, mailing address: Opus Group, Inc., 10350 Bren Road West, Minnetonka, Minnesota 55343.

Event ID: G0211-2000003225

**Construction Testing and Inspection Services ~~RFP – Exhibit A~~
Peer Engineering Submittal**

6. Client's contact person name, position title, telephone and fax numbers: Margret Knoulton, Director of Environmental Risk, Phone: (952) 656-4683.

Project #2 – Remediation Services

1. Project title: Schmidt Artist Lofts, St. Paul, Minnesota.
2. Scope: The project was the redevelopment of the former Schmidt Brewery property located in the West 7th Neighborhood of St. Paul into affordable live/work housing. The project included preparation of the RAP and enrollment in the MPCA VIC and PB programs with approval of the RAP by the MPCA. RAP Implementation included removal and off-site disposal of more than 31,000 tons of contaminated fill soil; remediation of three contaminated soil "hotspots"; removal of four 25,000 gallon fuel oil storage tanks; installation of sub-slab vapor control systems in the historic Brew House and Bottling House structures and new Townhomes; environmental monitoring and testing during RAP implementation activities; and preparation of a final RAP implementation documentation report for submission and approval by the MPCA. A No Further Action Determination for soil and soil vapor was issued by the MPCA on April 1, 2014.
3. Dates started and completed: Environmental remediation activities were completed between October 2012 and March 2014.
4. Name and number of years experience of Responder's staff member supervising the project: Derek Schilling, 13 years.
5. Client's company name, mailing address: Dominium Development & Acquisition, LLC, 2905 Northwest Boulevard, Suite 150, Plymouth, MN 55441.
6. Client's contact person name, position title, telephone and fax numbers: Owen Metz, Developer, Phone: (763) 354-5618, Fax: N/A.

Project #3 – Remediation Services

1. Project title: Junction Flats Redevelopment, Minneapolis, Minnesota.
2. Scope: The Junction Flats apartments were constructed on the former Northern Auto in the North Loop area of downtown Minneapolis. The project included Phase I and Phase II Environmental Site Assessments, a Hazardous Materials Survey, and preparing and implementing a Response Action Plan (RAP). Response actions included asbestos abatement, removal and disposal of approximately 4,550 tons of contaminated soil, removal of an underground storage tank and oil water separators, removal and disposal of contaminated groundwater, and sealing a water supply well. The Site was enrolled in the MPCA VIC and PB programs and obtained No Association and No Further Action Determinations.
3. Dates started and completed: Environmental remediation activities were completed between March and June of 2012.
4. Name and number of years experience of Responder's staff member supervising the project: Bob Rykken, 28 years.

Event ID: G0211-2000003225

**Construction Testing and Inspection Services ~~RFP – Exhibit A~~
Peer Engineering Submittal**

5. Client's company name, mailing address: Trammell Crow Chicago Development, 2215 S. York Rd., Suite 204 Oak Brook, IL 60523.
6. Client's contact person name, position title, telephone and fax numbers: John Carlson, Senior Associate, Phone: 630-368-0253 Fax: N/A.

Exhibit D1
State/Consultant Basic Services
Insurance Requirements

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

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

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

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

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

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

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

The following coverages shall be included:

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

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

Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

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

Exhibit D1

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2014

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

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

PRODUCER Ross Nesbit Agencies, Inc. 7500 Flying Cloud Drive #950 Eden Prairie MN 55344	CONTACT NAME: Missy Kinney PHONE (A/C, No, Ext): (952) 941-9418 FAX (A/C, No): (952) 941-9615 E-MAIL ADDRESS: mkinney@NesbitAgencies.com
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: West Bend INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** CL1451435211 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			G27455979 001	5/19/2014	5/19/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CPN1337328	5/19/2014	5/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			G27455980 001	5/19/2014	5/19/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			WCN1337329	5/19/2014	5/19/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	POLLUTION/PROFESSIONAL TRANS./MICROBIOLOGICAL			G27455979 001	5/19/14	5/19/15	SEE ADDENDUM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Umbrella policy applies to the Professional Liability policy listed on this Certificate
 Project: Minnesota Professional Services Master Contract (T#15ATI/85261)
 State of Minnesota is an additional insured under the commercial general liability when required by written contract.
 REFER TO ATTACHED

CERTIFICATE HOLDER State of Minnesota, Department of Adminis Real Estate and Construction Services Attn: Ms. Sherry Van Horn 309 Administration Building 50 Sherburne Ave St. Paul, MN 55155	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tom Rykken/MK1
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COMMENTS/REMARKS

CONTRACTORS POLLUTION LIABILITY - CLAIMS MADE \$1,000,000 OCCURRENCE \$2,000,000 AGGREGATE.
\$5,000 DEDUCTIBLE PER OCCURRENCE.

PROFESSIONAL LIABILITY - CLAIMS MADE \$1,000,000 OCCURRENCE \$2,000,000 AGGREGATE. \$5,000
DEDUCTIBLE PER INCIDENT.

MICROBIOLOGICAL DECONTAMINATION COVERAGE - CLAIMS MADE \$1,000,000 SUBLIMIT \$1,000,000
LIMIT PER CLAIM \$5,000 SIR PER CLAIM.

TRANSPORTATION COVERAGE- CLAIMS MADE \$1,000,000 PER OCCURRENCE \$1,000,000 AGGREGATE.
\$5,000 SIRE PER CLAIM.

BLANKET ADDITIONAL INSURED - PRIMARY/NON CONTRIBUTORY - WAIVER OF TRANSFER OF RIGHTS OF
RECOVERY APPLIES WHERE REQUIRED BY WRITTEN CONTRACT PER THE TERMS OF THE POLICY.



Named Insured Peer Engineering, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G27455979 001	Policy Period 05/19/2014 to 05/19/2015	Effective Date of Endorsement 05/19/2014
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTOR'S POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization: Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury or property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



Named Insured Peer Engineering, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G27455979 001	Policy Period 05/19/2014 to 05/19/2015	Effective Date of Endorsement 05/19/2014
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT - OWNERS, LESSEES OR CONTRACTORS
(PRIMARY AND NON-CONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
CONTRACTORS POLLUTION LIABILITY COVERAGE

SCHEDULE:

Name of Person or Organization: Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include:

A. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury** or **property damage** occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above under any other third party liability policy.



Named Insured Peer Engineering, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G27455979 001	Policy Period 05/19/2014 to 05/19/2015	Effective Date of Endorsement 05/19/2014
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

Exhibit E
State Of Minnesota – Affirmative Action Certification

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.

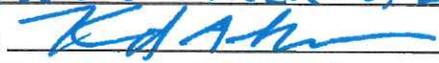
BOX B – For those companies not described in BOX A

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: PEER ENGINEERING, INC. Date 10/3/14
Authorized Signature:  Telephone number: 952-697-0565
Printed Name: KENNETH A. LARSEN Title: VICE 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

Exhibit F

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

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

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

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

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

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

PEER ENGINEERING, INC.

Organization Name

KENNETH A. LARSEN, VICE PRESIDENT

Name and Title of Official Signing for Organization

By: 

Signature of Official

10/3/14

Date

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: PEER ENGINEERING, INC.

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

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

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

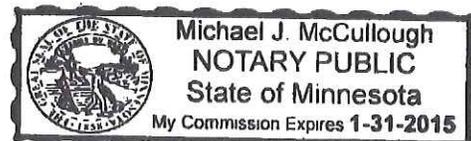
Authorized Signature

Responder's firm name: PEER ENGINEERING, INC.
Print authorized representative name: KENNETH A. LARSEN Title: VICE PRESIDENT
Authorized signature: [Signature] Date (mm/dd/yyyy): 10/03/14

Notary Public

Subscribed and sworn to before me this:
3rd day of October, 2014

[Signature]
Notary Public signature



01/31/2015
Commission expires (mm/dd/yyyy)