STATE OF MINNESOTA (REV 01/18/2018)

Professional and Technical Services MASTER CONTRACT --Encumbrance Form (For State Use Only)

RECS Project ID.: N/A	**State Project Mgr.:** Eric Radel	**Contracts Specialist:** Samantha Hicks **RFP Event ID (if applicable)** 2-14586
Project Name/ Location: Construction Audit Master Contract		

Total Amount of Contract: **N/A**	Amount of Contract First FY:	Vendor Number: **0001226899**
Category Code: **84111600**	Category Code:	Category Code:
Account:	Account:	Account:
Amount: **N/A**	Amount: **$0 for enc (Note to PM: see Para. 4.1)**	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: Activity:	Project ID: Activity:	Project ID: Activity:
Amount: **N/A**	Amount:	Amount:

SWIFT Contract: **297740/T#2402A** and SWIFT Order: _____
Number/Date/Entry Initials — 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]

Contractor Name: **Lanark Development Company LLC**
Address: **1751 Colorado Blvd, Suite 324**
Los Angeles, CA 90041

Contact Person: **Mitchell Lindsay**
Phone: **818.235.2433**
Email: **mitch@lanarkdevelopment.com**

Master Contract Execution Date: 10/09/2026

Master Contract End Date: 09/30/2028

[May not exceed 5 years per Minn. Stat. § 16C.06 Subd. 3b(b)]

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.

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State of Minnesota Professional and Technical Services Master Contract

SWIFT Contract No.: 00000000000000000000297740
Master Contract T-Number: 2402A

This Master Contract is between the State of Minnesota, acting through its **Commissioner of Administration** ("State") and **Lanark Development Company, LLC,** whose designated business address is **1751 Colorado Blvd, Suite 324, Los Angeles, CA 90041** ("Contractor"). State and Contractor may be referred to jointly as "Parties."

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 **Construction Auditing Services;**
3. State issued a solicitation identified as Construction Auditing Services, on **July 18, 2023** for **Construction auditing services including but not limited to auditing of construction costs for work done under the Construction Manager at Risk project delivery method**. Continuously Open RFP ("Solicitation");
4. Consultant provided a response to the Solicitation indicating its interest in and ability to provide the goods or services requested in the Solicitation; and
5. 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.
6. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

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, whichever is later. **The Consultant must not accept work under this Master Contract until this Master Contract is fully executed and the Consultant 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*: September 30, 2028.**

1.4 ***Survival of Terms*.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

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2. Scope of Work

The Consultant, 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 may include one or all of the following as described. A complete detailed description of required work will be furnished in each work order contract issued.

The goals of the project audit are:

- Cost management
- Risk identification and management
- Financial control
- Identify and minimize overcharges on the project
- Reduce litigation risk through better project control and information

A. Contract Compliance Audit:

1. Test and monitor controls per the base contract, the State's General Conditions, and any applicable amendments.
2. Review payment applications.
3. Test for contract compliance
4. Test and evaluate change orders
5. Identify potential overcharges and recommend action to the Owner
6. Recommend control improvements during the audit process
7. Visit the site at least every three months during periods of major activity.

B. Contract Compliance Audit services should include but are not limited to:

1. Verification of all project costs incurred by the contractor, including proper payroll, overhead, and administrative costs.
    - Craft & Staff Labor hours, wages and / or stipulated rates charged to the construction project (including compliance with Davis-Bacon Act prevailing wage laws).
    - Labor Burden costs such as employee benefits, Federal & State Unemployment Insurance, workers' compensation, and other labor burden cost elements charged to the project.
    - Materials & Equipment costs charged to the project.
    - Subcontractors' costs charged to the project.
    - Contractor Owned Equipment Rentals charged to the project.
    - Small Tools and other construction costs charged to the project.
    - General Liability and other insurance costs charged to the project.
    - Home Office Overhead costs charged to the project.
    - Fees and mark-ups of any kind charged to the project.
    - Bond expenses
2. Verification of proper sales and use tax charges.
3. Verification of proper math and methods used by the contractor to develop the final billing, including proper credits for discounts or refundable deposits.
4. Verification that proper bidding procedures were followed for subcontractors.
5. Reconciliation of all alternates and allowances.
6. Verification that all costs charged to the job were incurred for this job and that any unused materials or tools are properly credited to the owner.
7. Reconciliation of the "guaranteed maximum" and "savings that accrue to the Owner" per the contract.
8. Verification of all change order costs to confirm that:

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- None are base scope-related;
- All change order calculations are applied accurately per the terms of the contract
- When appropriate, calculations are based upon actual costs, not "estimates".

9. Verification of proper contingency use and documentation per the contract
10. Final project cost reconciliation.
11. Support during negation for adjustments based on audit findings.
12. Review of financial reports submitted by the CM.

C. Project Close-Out Audit:

1. Determine if obligations to subcontractors and suppliers have been satisfied
2. Review back-charges and buy-outs
3. Identify potential overcharges and recommend action to the Owner
4. Reconcile final billing and verify final billing accuracy
5. Provide final report to the owner with any recommendations for action

D. Special Tasks

1. Tasks that utilize the special skills and experience of the construction auditor. This may include, but are not limited to:
    - Review of specific construction cost proposals (Supplemental Agreements). May be a part of a project that otherwise is not being reviewed by construction auditor.
    - Review of construction contracts and cost control procedures for the purpose of refining or special tailoring of requirements so as to facilitate auditing and construction cost control after those documents are put into use.
    - Review of any other costs charged by a contractor or vendor.
    - Assistance with negotiations over proposed costs.

E. Other related services

The Consultant understands that only the receipt of a fully executed work order contract authorizes the Consultant 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 undertaken at the sole responsibility and expense of the Consultant. 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 Consultant.

3. Representations and Warranties

3.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

3.2 Consultant warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Consultant's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

3.3 Consultant warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Consultant to its terms.

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4. Time

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

5. Consideration and Payment

5.1 Consideration. The State will pay for all services satisfactorily performed by the Consultant for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed **$2,000,000.00**. All costs will follow the Consultant's fee schedule attached as **Exhibit B** and incorporated into this agreement. The Consultant may revise its fee schedule **once a year after the execution date** of this Agreement. 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.

Travel Expenses. There are no allowable travel or other reimbursable expenses. All such expenses are included in the Consultant's fee schedule of hourly rates.

If included in hourly rates, travel and subsistence expenses actually and necessarily incurred by the Consultant as a result of any work order contract will be in same manner and in no greater amount than provided in the current "*Nonrepresented Employees Compensation Plan*" which is incorporated in the contract by reference. A copy of the *Nonrepresented Employees Compensation Plan* is available at: https://mn.gov/mmb/employee-relations/labor-relations/labor/nonrepresented-employees-compensation-plan.jsp.

The Consultant 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. If during the course of the work, it is determined that subconsultant(s) are needed, their costs, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost.

5.2 Payment

5.2.1 ***Invoices.*** The State will promptly pay the Consultant after the Consultant 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.

5.2.2 **Retainage.** Under Minn. Stat. § 16C.08, subd. 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 Consultant has satisfactorily fulfilled all the terms of the work order contract.

6. Conditions of Payment.

All services provided by the Consultant 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 Consultant will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representatives and Project Managers

The State's Authorized Representative for this master contract is Samantha Hicks, Contracts Specialist, 651.201.2389 or Eric Radel, Division Director, 651.201.2380 his/her successor, and has the responsibility to monitor the Consultant's performance.

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

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The Consultant's Authorized Representative is **Mitchell Lindsay, Founder & Managing Principal, 818.235.2433**. If the Consultant's Authorized Representative changes at any time during this master contract, the Consultant must immediately notify the State.

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

8. Assignment, Amendments, Waiver, and Contract Complete

8.1 Assignment. The Consultant 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.

8.2 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.

8.3 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.

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

9. Termination

9.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Master Contract and any Work Order Contract at any time, with or without cause, upon 30 days' written notice to the ***Consultant***. Upon termination for convenience, the Consultant will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

9.2 Termination for Breach. The State may terminate this Master Contract and any Work Order Contract, with cause, upon 30 days' written notice to Consultant of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.

9.3 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 addressed within this Contract. Termination must be by written notice to the Consultant. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Consultant will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the ***Consultant*** notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

10. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Master Contract and any Work Order Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable

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control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

11. Indemnification

11.1 In the performance of this Master Contract and any Work Order Contract, the Indemnifying Party 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 Indemnifying Party's:

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

The Indemnifying Party is defined to include the Consultant, Consultant's reseller, any third party that has a business relationship with the Consultant, or Consultant's agents or employees, and to the fullest extent permitted by law. 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 Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

11.2 Nothing within this Master Contract and any Work Order Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

12. 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.

13. Government Data Practices and Intellectual Property

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

If the Consultant receives a request to release the data referred to in this clause, the Consultant must immediately notify and consult with the State's Authorized Representative as to how the Consultant should respond to the request. The Consultant's response to the request shall comply with applicable law.

14. Foreign Outsourcing of Work Prohibited.

All services under this Master Contract and any Work Order Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by all subconsultants.

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15. Payment to Subconsultants

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

16. Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Consultant 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 Consultant to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

17. Government Data Practices.

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

18. Intellectual Property Rights.

18.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

18.1.1 “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 Consultant, its employees, agents, or subConsultants, in the performance of this Master Contract and any Work Order Contract.

18.1.2 “Pre-Existing Intellectual Property” means intellectual property developed prior to or outside the scope of this Master Contract and any Work Order Contract, and any derivatives of that intellectual property.

18.1.3 “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 Consultant, its employees, agents, and subConsultants, either individually or jointly with others in the performance of this Master Contract and any Work Order Contract. “Works” includes Documents.

18.2 Ownership. 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 this Master Contract and any Work Order Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Consultant upon completion or cancellation of this Master Contract and any Work Order Contract. To the extent possible, those Works eligible for copyright protection under

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the United States Copyright Act will be deemed to be "works made for hire." The Consultant assigns all right, title, and interest it may have in the Works and the Documents to the State. The Consultant 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.

18.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Consultant grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Consultant's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Master Contract and any Work Order Contract.

18.4 Obligations.

18.4.1 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 Consultant, including its employees and subConsultants, in the performance of this Master Contract and any Work Order Contract, the Consultant will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

18.4.2 Representation. The Consultant 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 Consultant nor its employees, agents, or subConsultants retain any interest in and to the Works and Documents. The Consultant represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

18.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Master Contract and any Work Order Contract, the Consultant will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Consultant'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 Consultant 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 Consultant's or the State's opinion is likely to arise, the Consultant 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.

19. Copyright.

The Consultant shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Master Contract and any Work Order Contract.

20. State Audits

Under Minnesota Statute§ 16C.05, subdivision 5, the Consultant'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.

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21. Contingency Fees Prohibited.
Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

22. Non-discrimination (in accordance with Minn. Stat. § 181.59).
The Consultant will comply with the provisions of Minn. Stat. § 181.59.

23. Affirmative Action Requirements
The State intends to carry out its responsibility for requiring affirmative action by its Consultants.

23.1 Covered Contracts and Consultants. If the Contract exceeds $100,000 and the Consultant 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 Consultant must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A Consultant 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.

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

23.3 Minnesota Rule Parts 5000.3400-5000.3600.

23.3.1 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 Consultant's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

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

AFFIRMATIVE ACTION FOR DISABLED WORKERS

23.3.2.1 The Consultant must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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23.3.2.2 The Consultant agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

23.3.2.3 In the event of the Consultant'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.

23.3.2.4 The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

23.3.2.5 The Consultant must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of 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.

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

23.3.4 Certification. The Consultant 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.

24. Workers' Compensation and Other Insurance

Consultant certifies that it is in compliance with all insurance requirements specified in Exhibit D1.

Further, the Consultant certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Consultant'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.

25. Publicity and Endorsement

25.1 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 Consultant individually or jointly with others, or any subconsultants, with respect to the program, publications, or services provided resulting from a work order contract.

25.2 Endorsement. The Consultant must not claim that the State endorses its products or services.

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

For services valued in excess of $50,000, Consultant certifies that as of the date of services performed on behalf of the State, Consultant and all its subconsultants 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. Consultant is responsible for collecting all subconsultant certifications and may do so utilizing the E-Verify Subconsultant Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subconsultant certifications must be kept on file with Consultant and made available to the State upon request.

27. Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Consultant certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

28. 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 Qualifications
Exhibit D:
1. State Insurance Requirements
2. Consultant Certificate of Insurance

Exhibit E: Workforce and Equal Pay Declaration
Exhibit F: Certification Regarding Lobbying
Exhibit G: Not Used
Exhibit H: Not Used
Exhibit I: Affidavit of Noncollusion

Distribution:
Consultant
Agency
State's Authorized Representative

State Encumbrance Verification

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

Print Name: Julie C. Ouradnik

Signature: DocuSigned by: Julie C Ouradnik 9417904E36A0440...

Title: Accounting Technician Date: October 6, 2026

SWIFT Contract No. 297740/T#2402A

Real Estate and Construction

With delegated authority

Print Name: Eric Radel

Signature: DocuSigned by: Eric Radel 6B7A6FF4AA564AB...

Title: Construction Ops Mgr Date: October 6, 2026

Lanark Development Company, LLC

The Contractor certifies that the appropriate person has executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: Mitchell Lindsay

Signature: DocuSigned by: Mitchell Lindsay 3374CADE334240B...

Title: Managing Principal Date: October 6, 2026

Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: Charles Sutter

Signature: DocuSigned by: Charles Sutter 7C066BFC0B5A4BE...

Title: Enterprise Contracts Counsel Date: October 9, 2026

Admin ID:

Docusign Envelope ID: A44E704C-B137-86E3-80F0-73189ACE7EDE

Exhibit A

State of Minnesota Professional and Technical Services Work Order Contract

SWIFT Contract Number:_____
Master Contract T-Number:_____

This Work Order Contract is between the State of Minnesota, acting through its Commissioner of Administration, **Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155** ("State") and [Contractor] whose designated business address is [Contractor's business address] ("Contractor"). This Work Order Contract is issued under the authority of Master Contract T-Number [####], SWIFT Contract Number [####], and is subject to all provisions of the Master Contract which is incorporated by reference.

Contract

1. **Term of Contract**
   1.1 **Effective date.** The date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2. **The Contractor must not being work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin work.**

   1.2 **Expiration date.** [Spell out full date (e.g., March 31, 2020)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **CONSULTANT's Duties**

The CONSULTANT shall perform all duties described in this Contract to the satisfaction of the State.

The CONSULTANT, who is not a state employee, will perform [FILL IN BRIEF DESCRIPTION OF CONSULTANT DUTIES], including the duties identified in attached Exhibit [A], dated [Month Day, Year], which is incorporated by reference and made a part of this Work Order. No terms and conditions of the CONSULTANT's proposal will be construed to modify, diminish or derogate the terms and conditions of this Work Order.

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

   3.1.1 **Compensation**. Compensation in an amount not to exceed [## CONSULTANT FEE], as provided in attached Exhibit [A], dated [Month Day, Year] which is incorporated by reference and made a part of this Work Order and in accordance with Master Contract No. [Master Contract T-Number [####], SWIFT Contract Number [####]], fee schedule on file with the STATE.

   3.1.2 **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 $[##]. In the event these expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Nonrepresented Employees Compensation Plan" promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated in the contract

SAMPLE

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by reference. A copy of the Nonrepresented Employees Compensation Plan is available on the Web at: https://mn.gov/mmb/employee-relations/labor-relations/labor/nonrepresented-employees-compensation-plan.jsp . The CONSULTANT 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.

3.1.3 **Total Obligation**. The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order Contract will not exceed $[##]. [This must be the combined total of compensation and travel expenses, if applicable.]

3.2 **Invoices**. The State will promptly pay the CONSULTANT after the CONSULTANT presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced service, pursuant to clause 4.2 of Master Contract [Master Contract T-Number [####], SWIFT Contract Number [####]]. Invoices must be submitted timely and according to the following schedule:

CONSULTANT shall use the STATE's "Pay Request Form for Consultant" to request payment for services. Pay Request Forms shall identify hours worked, services performed, and detailed information on reimbursable expenses. A Pay Request Form shall be submitted monthly for work completed and shall be marked as a partial or final billing. A copy of the Pay Request Form is available on the Web at: http://mn.gov/admin/business/vendor-info/construction-projects/manuals-guidelines-forms/forms/index.jsp

4. **Project Managers/Authorized Representative:**
The STATE's Authorized Representative for the purposes of administration of this work order is [name, telephone number]. Such representative shall have final authority for acceptance of CONSULTANT's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted for payment.

The CONSULTANT's Authorized Representative for the purposes of administration of this Work Order is [name, telephone number]. If the CONSULTANT's Project Manager changes at any time during this work order contract, the CONSULTANT must immediately notify the State.

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

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

[IF CONTRACT WILL EXCEED $50,000, THE FOLLOWING CLAUSE MUST BE INCLUDED if not already included in Master Contract:]

Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)
The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating

SAMPLE

Docusign Envelope ID: A44E704C-B137-86E3-80F0-73189ACE7EDE

business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

IN WITNESS WHEREOF, the parties have caused this Work Order to be duly executed intending to be bound thereby.

[The number of signatures required for your work order depends on the number required by the Department of Administration's master contract certification form.]

SAMPLE

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Exhibit B - Fee Schedule

LANARK DEVELOPMENT COMPANY

Response to Minnesota Department of Administration RFP — Construction Auditing Services

Exhibit B — Hourly Fee Schedule

Note: The RFP does not provide a template for the Hourly Fee Schedule; Responders are instructed to submit an hourly fee schedule as described on page 5 of the RFP. This document is submitted as the separately attached Exhibit B.

Rates below include all project-related expenses (telephone/fax, printing, computer discs, photographs, etc.) as required by the RFP. All travel, subsistence, and other reimbursable expenses are included in the hourly rates. No separate travel time or expense will be billed unless expressly authorized in a fully executed Work Order Contract.

Lanark Development Company, LLC

Name	Position	Hourly Rate
Mitchell R. Lindsay, MSRED	Managing Principal	$175.00
Marcus Law II, MSA	Managing Director	$175.00

Williams, Adley & Company, LLP (Specialized Audit Support)

Name	Position	Hourly Rate
Robert H. Griffin	Managing Partner / Construction Practice Leader	$225.00
TBD — to be assigned As-Needed	Senior Auditor (CPA)	$150.00

A fee schedule may be revised once a year after the awarded firm's execution/start date of the Master Contract; hourly rates may not exceed a 3% increase each year, per the RFP's terms.

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Exhibit C - Qualifications Proposal

State of Minnesota
Real Estate and Construction Services (State)
Qualifications and General Requirements Information

Do not use forms other than those provided herein. The forms provided indicate what information is desired and the format in which it is to be presented. When filling out this form, refer back to the specific items asked under the Scoring Criteria section of the RFP.

1.0 Project Information

State's project name of the project for which this form is being submitted.

a. Project Name (from RFP): **Construction Auditing Services**

2.0 Responding Firms Information

Provide legal name and address and contact person information on the prime firm that is responding to the RFP. If the firm is forming a joint venture or an association with other firm(s) for this project, insert: "in association with" or "in joint venture with" and name the firm(s). Provide addresses of joint venture or associate firm in the section number 4.0 below.

List the name, title, and telephone number of the principal who will serve as the point of contact. Such an individual must be empowered to speak for the responding firm on policy and contractual matters and should be familiar with the programs and procedures of responding firm.

a. Responder's Name & Address (include 9 digit zip code): **Lanark Development Company, LLC; 1751 Colorado Blvd. #324, Los Angeles, CA 90041**
b. County of responder's location: **Los Angeles County**
c. Responder's State Vendor Number: **Pending Minnesota Vendor Registration**
d. Date firm was established: **June 15, 2018**
e. Name, title & telephone number person signing proposal (see section 10.0): **Mitchell Lindsay, Managing Principal, (818) 235-2433**
f. Responder's (contact) telephone number: **(818) 235-2433**
g. Responder's Fax Number: **N/A**
h. Responder's Email Address: **mitch@lanarkdevelopment.com**

3.0 Statement that responder is in agreement with the State's Master Contract for Construction Audit Services: **Lanark agrees to the State's Master Contract for Construction Auditing Services.**

4.0 Responding Firms Interest and Availability

Responder's should provide statements on the Responder and team's interest and availability to promptly perform the services called for in the RFP.

a. Responder's statement of interest to perform the services as indicated in the RFP: **Lanark is interested in providing independent construction auditing, cost verification, contract compliance, payment review, and change order evaluation services.**

b. Responder's statement on availability to start work promptly within 24 hours upon execution of contract and to promptly deliver services: **Lanark can mobilize within 24 hours of Work Order execution and promptly perform the requested services.**

c. Responder's statement on ability to work on multiple projects simultaneously: **Lanark can perform multiple concurrent Work Orders with principal-level oversight and timely delivery.**

5.0 Proposed Team and Qualifications/Experience of Responder

a. Name and Position of Individual - **Mitchell Lindsay, Managing Principal**

- Has individual worked with Responder before? **Yes ☒ No ☐**
- Number of audits for projects with construction cost exceeding $5 Million dollars - **24 projects**
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.) **The Press Phase II ($426M). Complex redevelopment requiring disciplined cost management and stakeholder coordination. Successfully delivered through proactive project evaluation.**
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached) **1800 Avenue of the Stars Seismic Retrofit, Century City, CA. Coordinated four contractors across two occupied towers while maintaining operations through successful project delivery.**

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

Project	Owner	Duration of Audit	Construction Cost	Contracting Model
1. California Market Center	Brookfield	26 Months	$300M	Design/Bid/Build
2. Lumen	LoanCore	28 Months	$410M	Design/Bid/Build
3. The Press - Phase II	SteelWave	14 Months	$426M	Design/Bid/Build
4. Artisan Crossing	Windyhill	18 Months	$116M	Design/Bid/Build
5. The Oberlin	Longfellow Real Estate Partners	14 Months	$311.8M	Design/Bid/Build

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b. Name and Position of Individual - **Robert H. Griffin, Managing Partner**

- Has individual worked with Responder before? **Yes ☒ No ☐**
- Number of audits for projects with construction cost exceeding $5 Million dollars - **50+ construction audits**
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.) **Kaiser Permanente Capital Projects Program ($500M+). Audited GMP healthcare projects, identifying $5M+ in questioned costs.**
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached) **Oakland Army Base Redevelopment. Multiple funding sources and phased construction required complex cost reconciliation.**

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

Project	Owner	Duration of Audit	Construction Cost	Contracting Model
1. Redwood City Medical Center	Kaiser Permanente	36 Months	$250M-$500M+	CM at Risk
2. San Leandro Medical Center	Kaiser Permanente	30 Months	$250M-$500M+	CM at Risk
3. Los Angeles Medical Center	Kaiser Permanente	36 Months	$250M-$500M+	CM at Risk
4. Oakland Medical Center	Kaiser Permanente	48 Months	$250M-$500M+	CM at Risk
5. UCSF Mission Bay / CFIA	UCSF / Campus Facilities Improvement Association	48 Months	$220M	CM at Risk

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c. Name and Position of Individual **N/A**

- Has individual worked with Responder before? Yes ☐ No ☐
- Number of audits for projects with construction cost exceeding $5 Million dollars
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.)
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached)

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

Project	Owner	Duration of Audit	Construction Cost	Contracting Model
N/A				
2.				
3.				
4.				
5.				

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d. Name and Position of Individual **N/A**

- Has individual worked with Responder before? Yes ☐ No ☐
- Number of audits for projects with construction cost exceeding $5 Million dollars
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.)
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached)

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

Project	Owner	Duration of Audit	Construction Cost	Contracting Model
N/A				
2.				
3.				
4.				
5.				

6.0 Unique Qualifications - Summarize your team's unique qualifications for this Project and include any specialized or technical certifications that your firm or members of your firm may have: **Lanark combines construction, financial, and licensed CPA expertise to provide independent construction auditing, cost verification, contract compliance, and objective project evaluations.**

7.0 Eligibility Requirements

Respond to each statement below and attach completed documents as required to confirm specific eligibility requirements.

a. I have read and agree to the State's Standard Master Contract/Master Contract Work Order: **Yes ☒ No ☐**

b. A Certificate of insurance will be provided in accordance with State's Master Contract Work Order, if awarded project: **Yes ☒ No ☐**

c. A signed Affidavit of Non-collusion is attached. **Yes ☒ No ☐**

d. A completed and signed Affirmative Action Data Page is included with this proposal, if applicable: **Yes ☒ No ☐**

e. Foreign outsourcing **will ☐ will not ☒ be involved in the delivery of contract services.**

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8.0 Authorized Signature

The proposal must be signed in ink by an authorized member/officer of the Responder. If a corporation person must be authorized in a corporate resolution or partnership document; if a sole proprietor, owner must sign. **All information contained in this form must be current.**

a. Typed name of authorized signor: **Mitchell Lindsay**

b. Typed title of authorized signor: **Managing Principal**

c. Authorized signature (signature of person identified in Section 2): Mitchell Lindsay

d. Date Signed: **7/31/2026**

e. Registration Number*: **N/A**

*State registration/license number for the practices of professional engineering, architecture, land surveying, landscape architecture, geoscience, or use of title for certified interior design assigned by the State Registration Board (http://mn.gov/aelslag/roster.html).

f. Person signing is (select from dropdown): **Managing Member****

**provide copy of corporate resolution or by-laws

g. Firm is registered in Minnesota as a (selection from dropdown list): **Other - Not currently registered in Minnesota**

h. MN Tax ID Number: **N/A**

i. FED Tax ID Number: **99-2651251**

j. MN Vendor Number (required for contract): **Pending Minnesota Vendor Registration**

END OF EXHIBIT C

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Appendix A — Team Overview

Prime Consultant — Lanark Development Company, LLC

Mitchell Lindsay, MSRED — Founder & Managing Principal. Leads Lanark's construction risk, project controls, and cost advisory services, supporting public agencies, owners, lenders, and investors with budget validation, cost-to-complete review, draw and payment analysis, contractor evaluation, change order review, and construction progress monitoring. His experience spans more than $1 billion in funded development, construction, infrastructure, and public-private capital programs, including work involving CA HCD, DHCS, and the California Department of General Services. Mitchell's background combines financial assurance experience with PwC, construction project cost advisory work with Sterling Project Development, and full-cycle development management at CIM Group across urban infill, mixed-use, and community-driven infrastructure projects. He brings an integrated financial, commercial, and technical perspective to project governance, helping clients evaluate cost, schedule, funding, entitlement, permitting, and delivery risk throughout pre-construction, procurement, and construction. Mitchell holds an MSRED from Columbia University and a B.A. in Urban Studies with an Economics minor from Loyola Marymount University.

Marcus Law II, MSA — Managing Director. Supports Lanark's construction budget, financial risk, and capital oversight work, with more than a decade of experience across investment management, asset management, financial reporting, underwriting, and institutional capital deployment. His experience includes serving as Vice President of Investment Management at Walker & Dunlop, where he manages investment closings, conducts financial analysis and underwriting, evaluates project pro formas and cash flow models, and coordinates investor reporting, compliance documentation, and regulatory requirements. He previously held senior acquisition operations, asset management, and cash flow roles with Alliant Capital, where his work included audit review, property financial analysis, annual site inspections, GP communications, reserve review, and cash flow waterfall compliance. Marcus brings a technical financial lens to construction risk management, helping evaluate development budgets, funding gaps, capital stack risk, construction-phase cash flow, and alignment between project progress, investor expectations, and compliance requirements. Marcus studied Business and Accounting at Western Washington University, where he attended on a football scholarship and participated in the VITA volunteer tax program.

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Specialized Construction Audit Support

Audit personnel are assigned based on individual Work Order requirements, technical specialty, and availability.

Lanark works with its subconsultant Williams, Adley & Company, LLP, a licensed CPA firm, on specific construction audit and reporting needs, as well as for additional staff as needed. Specific personnel are engaged by assignment based on Work Order scope and availability. Williams Adley's bench also includes LaToya Bradford, CPA, an Audit Manager with named construction audit experience (UCSF Campus Facilities Improvement Association), who is available as additional staffing depth if a Work Order requires it.

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Appendix B — Construction Audit Approach

Lanark approaches each assignment as an extension of the State's internal team, applying a risk-based audit methodology: audit effort is concentrated on the cost categories, change orders, and contract areas with the greatest exposure to overbilling, unsupported costs, or control weakness, informed by project size, delivery method, contractor history, and findings from prior site visits and pay application reviews. Our methodology is designed to support clear decision-making, consistent reporting, and reliable oversight across multiple concurrent Work Orders.



1. Alignment & Launch

Each assignment begins with confirmation of project scope, objectives, key risks, reporting requirements, and coordination protocols with State staff and stakeholders. Lanark initiates this process through a structured, documentation-driven due diligence framework, establishing a clear baseline of contract terms, budget alignment, schedule feasibility, and execution risk to support consistent oversight and reporting throughout the engagement.

2. Task-Specific Execution Framework

Services are delivered through a combination of document review, field verification, risk assessment, and structured reporting, applied consistently across the scope areas identified in the RFP:

A. Contract Compliance Audit

- Test and monitor controls per the base contract, State's General Conditions, and applicable amendments
- Review payment applications and test for contract compliance
- Test and evaluate change orders; identify potential over-charges and recommend action
- Recommend control improvements during the audit process
- Conduct site visits at least every three months during periods of major activity

B. Cost Verification

- Craft and staff labor hours, wages, and stipulated rates, including Davis-Bacon compliance
- Labor burden: employee benefits, unemployment insurance, workers' compensation
- Materials, equipment, subcontractor, and contractor-owned equipment rental costs
- Small tools, insurance, home office overhead, fees and markups, and bond expenses
- Sales and use tax verification
- Credits, refundable deposits, alternates, and allowances
- Contingency use and documentation; guaranteed-maximum and savings reconciliation

C. Project Close-Out Audit

- Determine whether subcontractor and supplier obligations have been satisfied
- Review back-charges and buy-outs

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- Reconcile final billing and verify accuracy
- Provide final report with recommendations for action

D. Special Tasks

- Review of specific construction cost proposals (Supplemental Agreements)
- Review of construction contracts and cost control procedures
- Review of other contractor or vendor costs
- Assistance with negotiations over proposed costs

3. Staffing & Resource Deployment

Lanark provides a single point of accountability with direct principal oversight on all assignments. The core team is supported by licensed construction, cost advisory, and financial/audit expertise, including targeted support from Williams, Adley & Company, LLP. This structure allows Lanark to maintain primary responsibility for field observations, analysis, reporting, and recommendations while adding audit, compliance, and documentation review capacity to support responsiveness across multiple concurrent Work Orders.

4. Communication & Traceability

All findings, risks, and recommendations are documented in clear, concise reports designed to support State review, decision-making, and auditability. Lanark maintains consistent communication with State staff to track project status, resolve open items, and ensure alignment throughout each engagement.

5. Quality & Professional Standards

All work products undergo internal review for accuracy, clarity, and consistency prior to issuance. Deliverables are prepared for direct use in funding decisions, project monitoring, and internal reporting, with a focus on defensibility, transparency, and ease of use. As part of this process, Lanark incorporates an additional layer of independent QA/QC and audit-oriented review through Williams, Adley & Company, focused on completeness, consistency, and alignment of reported findings with supporting documentation.

6. Awareness of Potential Problems & Solutions

Lanark's approach is designed to identify construction cost and compliance risks early, before they affect payment approvals, project completion, or the State's cost recovery position. Common issues may include front-loaded schedules of values, unsupported or inadequately documented change orders, insufficient allowances or contingency, unresolved permits or supplemental approvals, and misalignment between billed progress and actual work in place. Lanark addresses these risks through targeted document review, field observation, and direct comparison of payment applications against approved scope, budget, schedule, change order logs, and observed progress. Where issues are identified, Lanark provides clear, practical recommendations to support State decision-making, including flagging unsupported costs, evaluating contingency adequacy, and recommending approval, denial, or further review of draws and change orders.

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7. Organizational Capacity

Lanark is structured specifically for concurrent multi-project delivery. Our principal has managed as many as 15 active project engagements simultaneously — providing cost verification, contractor evaluation, and construction progress monitoring across multiple clients and capital providers concurrently. This demonstrated capacity directly addresses the State's need to issue multiple concurrent Work Order Contracts to a single Master Contract holder.

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Appendix C — Supplemental Lanark Project Experience

Fairview Developmental Center — Costa Mesa, CA

Owner: State of California — Department of General Services (DGS) / Department of Developmental Services (DDS). On behalf of DGS/DDS, Lanark performed contract and subcontract bid valuation, budget and schedule review, GMP and professional services agreement review, stored material confirmation, and construction progress monitoring for capital improvement projects across the Fairview campus. Scope extended to overseeing the warm shutdown of existing state-owned facilities, including cost validation and schedule alignment for phased decommissioning activities. Services map to Contract Compliance, Cost Verification, and Change Order Review, and directly parallel the RFP's Special Tasks category (review of contracts and cost control procedures).

Harbor Village Homes — Costa Mesa, CA

Owner: State of California — Department of Developmental Services (DDS), Complex Needs Residential Construction Capital Program. Lanark performed construction risk management services on newly constructed homes and capital renovation projects on existing community-based homes serving adolescents and adults with complex developmental, behavioral, and mental health needs. Scope included Contract Compliance, Contractor Evaluation, and Payment Review — encompassing budget validation, contractor qualification review, pay application verification, schedule monitoring, and draw recommendation reporting aligned with state capital program requirements.

San Pedro Behavioral Health Center — Los Angeles, CA

Owner: California Department of Health Care Services (DHCS) — Proposition 1, BHCIP Round 1. Lanark supported the grant submittal and pre-construction phase, overseeing A&E and contractor procurement, rough-order-of-magnitude budget evaluation, contractor qualification review, and preliminary project schedule development. Lanark currently prepares draw schedule forecasts aligned with DHCS grant disbursement requirements, ensuring funding milestones, procurement timelines, and budget allocations meet state compliance standards. This work supported the project's successful BHCIP funding award and demonstrates Lanark's experience evaluating project readiness, budget alignment, procurement strategy, and compliance for publicly funded capital programs.

2150 Kittredge Street (The Kittredge) — Berkeley, CA

Seven-story, 169-unit mixed-use development (high-density urban infill); $91,000,000 construction loan amount; 2022–2024. Performed on behalf of an institutional lender through Sterling Project Development (SPD Advisory). Services: Cost Verification and Payment Review, including review of the contractor's schedule of values, validation of pay applications, monitoring of construction progress, and change order tracking.

100 Altair Way — Sunnyvale, CA

141,300 SF ground-up office development. Services: Construction Audit and Cost Verification, including schedule validation and construction progress tracking.

Hotel President — Palo Alto, CA

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Adaptive reuse and restoration of a former SRO into a 100-key hotel with rooftop amenity space, lobby/lounge, café, and parking. Services: Cost Verification and Payment Review, including review of adaptive reuse scope, existing conditions risk, budget alignment, schedule impacts, and change exposure.

Artisan Crossing — Belmont, CA

250-unit multifamily development, including 38 affordable units. Services: Cost Verification and Contract Compliance review, including budget validation, schedule review, and assessment of cost reasonableness and contingency adequacy.

Appendix D — Mitchell Lindsay Professional Resume

Docusign Envelope ID: A44E704C-B137-86E3-80F0-73189ACE7EDE

Mitchell Lindsay

P: (818) 235-2433 | E: mitchlindsay1@gmail.com | Based in Los Angeles, CA

Professional Summary

Construction risk management, project controls, and cost assurance professional with 10+ years of experience supporting capital projects through project and budget review, contractor evaluation, construction progress monitoring, draw review, change management, and risk reporting. Experienced in assessing hard cost budgets, schedules of values, pay applications, change orders, contingencies, contractor documentation, cost-to-complete exposure, and schedule risks across commercial, healthcare, mixed-use, multifamily, and public-sector projects. Brings full development lifecycle perspective across entitlements, permitting, procurement, and construction management to inform evaluation of project feasibility, budget adequacy, and delivery risk.

Education

- **Columbia University in the City of New York** – M.S., Real Estate Development (May 2018)
- **Loyola Marymount University, Los Angeles, CA –** B.A., Urban Studies, Minor in Economics (May 2015)

Core Competencies:

- Project & Budget Review
- Construction Progress Monitoring
- Contractor Evaluation & Documentation Review
- Draw Review & Payment Application Validation
- Schedule of Values, G702/G703 & Cost Breakdown Review
- Change Order, Cost Exposure & Contingency Analysis
- Cost-to-Complete & Remaining Scope Assessment
- Construction Schedule & Milestone Review
- Preconstruction, Estimating & Scope Validation
- Bid Review, Subcontractor Leveling & Procurement Support
- Contract Administration & Risk Allocation
- Lien Waivers, Insurance & Compliance Documentation
- Development Feasibility, Permitting & Entitlement Risk Assessment
- Owner, Agency, Consultant & Stakeholder Reporting

Work Experience:

Managing Principal - Lanark Development Company LLC - Los Angeles, CA (June 2018 – Present)

- Provide construction risk management, construction monitoring, and advisory services for lender- and owner-financed capital projects.
- Perform Project and Budget Reviews (PBR) of hard cost budgets, schedules of values, GMP structures, construction schedules, plans, specifications, and scope assumptions.
- Review and opine draw requests and AIA G702/G703 payment applications, including percent complete, stored materials, retainage, and supporting cost documentation.
- Evaluate change orders (ACOs/PCOs), allowance reconciliation, value engineering (VE) tracking, and budgetary reallocations impacting project cost.
- Monitor construction progress through site observations, contractor reporting, and schedule updates, including assessment of milestone conformance and critical path impacts.
- Assess cost-to-complete, contingency adequacy, pending change order exposure, and risk of budget shortfall.
- Review permitting status, TCO/CO milestones, and closeout requirements, including AIA G704, testing and commissioning, and O&M manuals.
- Verify lien waiver compliance (conditional/unconditional), insurance requirements, and contract conformance.
- Prepare written status reports and funding recommendations addressing payment approval, schedule risk, and overall project delivery.

Selected Relevant Project Experience

Provided project and budget review, contractor evaluation, construction progress monitoring, draw review, and risk reporting across lender- and owner-financed projects, including:

- Artisan Crossing — Belmont, CA: 250-unit multifamily development, including 38 affordable units
- The Kittredge —Berkeley, CA: Mixed-use multifamily development (high-density urban infill)
- Hotel President — Palo Alto, CA: Adaptive reuse of SRO units to boutique hotel
- CA Department of General Services Campus — Costa Mesa, CA: DDS / Public-sector campus redevelopment

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Development Advisor – Sterling Project Development (SPD Advisory) – CA (January 2020 - August 2023)

- Advised institutional lenders and capital partners on development planning, delivery sequencing, and capital deployment across commercial, healthcare, life science, adaptive reuse, and mixed-use assets.
- Analyzed GMP contracts, buyout status, allowance utilization, and value engineering (VE) performance to evaluate cost certainty and procurement progress.
- Assessed construction schedules, phasing plans, and milestone sequencing to identify delays, critical path risks, and impacts to projected completion.
- Reviewed borrower draw submissions, supporting documentation, and contractor reporting to validate progress, cost allocation, and funding eligibility.
- Tracked approved and pending change orders (ACOs/PCOs), contingency burn, and exposure logs to evaluate risk of budget overruns.
- Evaluated permitting status, agency approvals, and utility coordination to assess readiness and constraints affecting construction start and progression.
- Participated in OAC meetings and site visits to reconcile field conditions with reported progress and contractor pay applications.
- Prepared lender-facing status reports and recommendations addressing disbursement, schedule risk, and overall project performance.

Selected Relevant Project Experience

Provided project and budget review, contractor evaluation, construction progress monitoring, draw review, and risk reporting across lender- and owner-financed projects, including:

- 100 Altair Way — Sunnyvale, CA: 141,300 SF office development
- Oberlin Life Science Campus — San Diego, CA: ±554,000 SF ground-up campus
- California Market Center (CMC) — Los Angeles, CA: Adaptive reuse / repositioning of large-scale mixed-use commercial asset

Development Analyst - CIM Group - Los Angeles (December 2014 – May 2017)

- Supported CIM's self-performed commercial real estate development lifecycle—from acquisition and entitlements through construction and delivery—on infill commercial and mixed-use projects across Northern and Southern California.
- Managed CEQA reviews, zoning research, permitting workflows, and agency coordination to advance entitlement and approval milestones.
- Coordinated OAC meetings and construction-phase controls, tracking schedule, budget, procurement, and change exposure to maintain delivery alignment.
- Oversaw construction loan closings, monthly draw requisitions, and lender interface, ensuring accurate documentation and timely capital deployment.

Professional Engagement / Leadership

- **Guest Lecturer – Columbia University, M.S. Construction Administration Program (Summer 2021)**
  Led "Introduction to Real Estate Development Finance," covering modeling, risk management, and investment strategy; developed applied case studies aligned with industry standards.
- **2021 LISC (Local Initiatives Support Corporation) Developers of Color Training Program – Mentor/Coach**
  - Provided structured development and finance guidance to emerging real estate sponsors within a national capital readiness cohort.

Technical Skills: Excel • Argus • Bluebeam • Procore • Smartsheet • AIA Contracts • GIS

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WILLIAMS ADLEY
Confidence Earned

FIRM BACKGROUND

Williams Adley was founded in 1982, and is headquartered in Oakland, CA. The firm has an audit, tax and consulting practice in Oakland and with its affiliate, in Washington, DC, currently employs approximately 80 professionals. The firm's diverse leadership combines extensive education and the experience of the "Big 4" CPA firms with the commitment and professionalism necessary to work successfully with our client base. Our success is attributable to the firm's determined efforts to maintain high ethical standards, and its continued investment in recruiting qualified professionals, ongoing training programs, and quality control procedures.

Our owners and staff professionals have extensive "Big 4" CPA firm experience combined with a wealth of experience serving business, not-for-profit organizations, governmental agencies, and individuals. We offer an array of services, including auditing and attestation, internal auditing and accounting, financial management systems reviews, risk assessments, management consulting, and tax preparation and planning.

We realize that in an increasingly complex world, professional service firms must narrow their focus and offer ever-increasing levels of service to clients. Williams Adley is a leading professional services provider known for solid guidance and advice, reliability and high quality work.

CONSTRUCTION EXPERTISE

We have an unusual depth of experience in all aspects of construction and bring expertise in a number of specialties. Our experience includes auditing large capital projects for businesses and governments, as well as auditing and providing accounting services to construction management and The engagement partner identified for this engagement is an industry specialist in construction. He also provides litigation support and expert witness testimony in the field of construction. As such, we understand the risks associated with the execution of construction projects.

We have proven engagement approaches, tools and techniques that ensure highly efficient and effective delivery of services. Our knowledge of construction also assists us in performing our risk assessment to focus our strategies and minimize unnecessary efforts. This industry specific knowledge is extremely valuable in evaluating difficult technical issues. We have an experienced staff and capacity to serve your needs when you require the serves. We are committed to your success.

THE ADVANTAGES OF WORKING WITH WILLIAMS, ADLEY

- We provide advice tailored to your unique needs, goals, and current financial position.

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WILLIAMS ADLEY
Confidence Earned

FIRM BACKGROUND

- We give you the **attention** you deserve. We meet deadlines, promptly return phone calls, and make client needs our number one priority.
- We bring **diversity** of thought and views to you. Our professionals represent the full spectrum of auditors, tax advisors, accountants and consultants. They provide services to a wide cross-section of clients and have experience dealing with a unique number of challenges and opportunities.
- We provide **support** to your organization. We have dedicated professionals who can help manage daily affairs or resolve unique or complex situations.
- We earn your **trust.** Information shared is held in the strictest confidence.

QUALITY CONTROL

Williams Adley's commitment to high professional standards is demonstrated by our affiliations, emphasis on continuing education, high ethical standards and continued investment in recruiting qualified professionals, ongoing training programs and quality control procedures.

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WILLIAMS ADLEY
Confidence Earned

FIRM BACKGROUND

We support and are enrolled in the AICPA's Peer Review Program. We are registered with the Public Company Accounting Oversight Board (PCAOB) and we are a member of the National Association of Black Accountants' Division of Firms. We also belong to the AICPA Employee Benefit Audit Quality Center and the Government Audit Quality Center. Our quality control program has been subject to peer reviews since 1990. Our most recent report, which is pending final approval, reflects a pass rating.

CERTIFICATIONS

We are certified by the Northern California Supplier diversity Council (NCSDC) as a minority business enterprise. We are also certified by the State of California General Services Administration as a small business enterprise and the California Public Utilities Commission as a minority business enterprise. We are also certified by a number of local jurisdictions across the State of California.

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WILLIAMS ADLEY



Robert Griffin is the Managing Partner of Williams, Adley & Company–CA, LLP (WA), and serves as the firm's Construction Practice Leader. He has over forty years of public accounting and industry experience. Robert's practice is centered in construction, litigation support and government. Robert brought over ten years of construction industry experience to Williams Adley. Prior to joining Williams Adley, he was a senior executive with an international construction company. Robert's practice includes owner representation and project oversight, and budget and cost control services. Robert has twenty years of experience providing litigation support and expert witness testimony primarily in the field of construction and real estate. .

Relevant Experience

- Robert is the engagement partner for WA's Kaiser Permanente (KP) relationship. In response to state hospital seismic standards KP has a $21 billion capital projects program underway. As the engagement partner he is responsible for meeting with executive management to develop annual audit plans and scopes of service. The scope of services includes audits of professional service providers, contractors and other third party suppliers. He also oversees WA's involvement in special investigations. He has been responsible for audits of over $1.5 billion dollars in contracts over nine years. The audits have focused on cost recoveries from contractors and professional service providers and compliance with both contract documents and company policies. The audits have also addressed operational issues.

- Mr. Griffin was the engagement partner on the $800+ million Oakland Army Base development. Williams Adley has assisted in developing financial and budget controls over developer, contractor and consultant payments. Under Robert, Williams Adley performs reviews of all change orders and payment applications for accuracy, reasonableness and allowability. WA also ensured that costs are properly tracked to budget. WA has performed close-out audits at the end of the various phases from pre-construction through site development.

- Robert is currently the engagement partner on a $220 million public works project for UCSF in Mission Bay. WA had responsibility for all out-sourced services during the financing and construction phases of the project. WA currently provides financial, budgetary control and reporting oversight. The project was delivered under design-build methodology on time and on budget. We developed procedures and reporting templates and provide a variety of support services.

- Robert previously audited the design, engineering and consulting contracts for the San Francisco International Airport multi-billion dollar international airport expansion.

- Robert has provided pre-award, close-out and compliance audit services for over 15 years. He has worked for Sonoma County Transportation Authority, Alameda County Transportation Authority, Alameda County Congestion Management Authority, Santa Clara Valley Transportation Authority and San Mateo County Transportation Authority.

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- He has performed litigation support and claims analyses for 20 years. He has provided expert witness testimony in matters of construction and real estate.
- He also has 20 years of construction experience in both external and internal financial reporting roles. This experience includes senior financial management, internal audit and operations positions.
- Robert's construction experience includes building a 30+ person internal audit function for a large international heavy construction conglomerate. During that time he conducted operational and performance audits of large civil projects all over the world including a Department of Defense construction contract in the Middle East.

Education and Certifications

Robert has a bachelor of science in accounting from the University of San Francisco. He is licensed as a Certified Public Accountant in Washington DC and California. He is a member of the AIPCA, the California Society of CPAs, the Government Finance Officers' Association and the AICPA Forensics and Valuations Services Group.

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WILLIAMS ADLEY



Kenneth is a Senior Audit Manager with Williams Adley. He will serve as the audit manager on this engagement. He has been with the firm for over ten years since graduating from UC, Davis. Mr. Yu specializes in providing governmental financial and compliance audits. He is very adept at performing single and other compliance audits and applying OMB Circulars and other government regulations, including FAR, in performing Single and other compliance audits. He has managed a variety of construction audits since he joined Williams Adley including: pre-award and survey audits, incurred costs audits, change order audits and close out audits.

As a senior manager, Mr. Yu's responsibilities include: engagement planning and risk assessment, staff supervision and development, technical review of all work areas, scheduling, wrap up and report drafting.

Relevant Experience

- Mr. Yu is currently the engagement manager for the Kaiser Permanente (KP) engagement. His responsibilities' include: scheduling, planning, execution of field work and reporting. For the last several years, Mr. Yu has been involved in client relationship management. He has overseen a number of difficult complex audits, developed training programs and been responsible for the development and execution of our annual construction audit plan. Mr. Yu has been involved with the KP capital projects program since its inception. He has audited $1.5 billion in construction projects.

- Mr. Yu played a significant role as a senior manager in the Oakland Army Base Development Project. He was responsible for managing service delivery. He has led the audit of all contract change orders related to the initial phases of the site planning and development and has been responsible for the monthly validation of over 30 consultant monthly payment application submittals over the past three years. During the construction phase, he was responsible for review of consultant billings including reimbursables and ODCs submitted by the consultants on a monthly basis. Our approval was integral to the project payment process.

- Kenneth has completed in excess of 30 pre-award audits for local transportation agencies which involved reviewing consultant cost proposals, labor and overhead rates, other direct costs and evaluating internal control systems for adequacy.

- Kenneth was audit manager responsible for our audit of Pacific Gas & Electric's Compressed Air Energy Storage (CAES) program. He also managed the audit of PG&E's Synchrophasor Project. Both of these projects were R&D grants from the Department of Energy. He was also the manager on the PG&E audit of the Nuclear Waste Disposal Siting program.

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WILLIAMS ADLEY

Education:
- B.S. Managerial Economics – 2003, University of California, Davis

Certification:
- Licensed CPA Since 2010

Affiliations:
- AICPA, California State Society of CPA's

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WILLIAMS ADLEY

Confidence Earned

LATOYA BRADFORD, CPA

Audit Manager



"I believe that it is important to understand what keeps clients up at night and work to provide services to help mitigate these issues. I love to read, travel, attend concerts, dance, and participate in physical fitness activities."

Ms. Bradford has been with Williams Adley for more than five years, currently serving as an Audit Manager. She has worked on various government engagements, as well as performed and supervised financial statement audits including internal controls and compliance testing, government grant audits, employee benefit plan audits, and audits for Non-Profit Organizations, Local Government, and Small Business.

Ms. Bradford's financial statement audit experience includes: documentation of accounting cycles, variance analysis, internal control testing, substantive testing of balances, and financial statement issuance.

Ms. Bradford has eight years of accounting and auditing experience in public accounting and private industry.

Education:

- B.S. Business Administration and B.A. Psychology – 2000, University of California, Berkeley

Certification:

- Licensed CPA Since 2005

Affiliations:

- California State Society of CPA's
- National Association of Black Accountants

Board & Committee Experience:

- San Francisco Professional Chapter of the National Association of Black Accountants
- Family Paths, Inc.

Government Audit Experience

- United States Postal Service
- City and County of San Francisco Transportation Development Act Grant Audits

Non-Profit Audit Experience

- Juma Ventures
- Peralta Colleges Foundation, Inc.
- UCSF Campus Facilities Improvement Association

Educational Audit Experience

- UCSF Campus Facilities Improvement Association

Construction Audit Experience

- UCSF Campus Facilities Improvement Association

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WILLIAMS ADLEY
Confidence Earned

FIRM BACKGROUND & EXPERIENCE

Kaiser Permanente
National Facilities Services
Capital Projects Program- New Construction Audits

KAISER PERMANENTE®

Williams Adley has been under contract to Kaiser Permanente's National Facilities Services Compliance group performing audits, reviews and special investigation for over twelve years.

As part of Kaiser Permanent's (KP) Capital Projects Expansion program, Williams Adley has been tasked to perform audit of consultants, general contractors and subcontractors working on various medical centers, hospitals and medical office building projects which are part of KP's $28 Billion expansion program. The program is to perform seismic upgrades or construction of new facilities under guaranteed maximum contracts. These reviews involve financial, compliance and operational areas. Our reviews also include determining that the project is in compliance with all laws, regulations and company policies.

Williams Adley has performed audits of over 50 construction project contracts resulting in well over $5 million in questioned costs. Four of our larger audits within CA included the Redwood City, San Leandro, Los Angeles and Oakland Medical Center projects. Each of these key projects was valued from $250 million to in excess of $500 million. We have performed cost recovery and pre-award audits as well as financial analyses of estimates and change orders. Deliverables included management briefings; written reports and recommendations related to internal controls and questioned costs, suggestions to maximize cost efficiencies and improve contract language. We validated craft and salaried labor rates (including escalation), validated both reimbursable and lump sum site overhead, reviewed all cost for allowability under contract provisions and determined that contractors inefficiencies or errors were not billed against the reimbursable contract.

We have performed audits from Hawaii to Washington, DC and Maryland and from Oregon to Southern California covering the entire KP service area.

Benefits of our engagement include minimization of construction costs through identification of unallowable costs and recovery of overcharges, compliance with corporate policies, laws and regulations and strengthening internal controls.

City of Oakland – Oakland Army Base Development
California Capital Investment Group

CALIFORNIA CAPITAL & INVESTMENT GROUP

Williams Adley has been retained by the California Capital Investment Group to provide audit and advisory services and to report directly to the City of Oakland on all matters. California Investment Capital Group was developing the Oakland Army Base site under the auspices of the City of Oakland, which controls the site and is providing funding. Our contract was terminated in 2018 as a result of the dispute between the City of Oakland and the CCIG.

The Oakland Army Base is a former United States Army base in the San Francisco Bay Area. The base is located on the Oakland waterfront just south of the eastern entrance to the San Francisco-Oakland Bay Bridge. The base closed on September 30, 1999. The City of Oakland has embarked on a $1 billion redevelopment plan for the base. Caltrans has committed $240 million in funding for the project, which will transform the site into a warehousing and logistics center for the Port of Oakland. The California Capital Investment Group was performing all of the master planning, public infrastructure work, rail and wharf improvements. The first phase of the project broke ground in 2013 with an estimated cost of $484 million, of which $247 million was for public infrastructure. The funding sources for the initial phase includes: state and local government and private developer funds.

Williams Adley performed risk assessment procedures and identified significant risks. In response to those risks, Williams Adley performed a number of key control audits and reviews. Task orders included:

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WILLIAMS ADLEY

Confidence Earned

FIRM BACKGROUND & EXPERIENCE

- Development of accounting protocols and procedures
- Development of bid opening procedures and oversight over bid receipts and evaluations
- Review of consultant monthly pay applications
- 35% completion review of Phase 1
- 65% completion of phase 1 completion review
- Bridging phase close out audit (review and reconciliation of incurred costs/ funding)
- 100% contract change orders audit
- Review of all change orders and purchase order during the construction phase.

Our audit reports were issued to the City of Oakland as part of our oversight, audit and compliance function. We also performed follow-up reporting to ensure that all findings were properly remediated.

Benefits of our audit included: reduction in overcharges and increased compliance with contract requirements and laws and regulations.

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WILLIAMS ADLEY
Confidence Earned

FIRM BACKGROUND AND EXPERIENCE

University California, San Francisco (UCSF), San Francisco, CA
Department of Real Estate Services, Campus Facilities Improvement Association (CFIA)
Accounting and Management Consulting Services

UCSF
University of California
San Francisco

CFIA in conjunction with UCSF is responsible for the financing and construction of selected project on the UCSF Mission Bay campus. We work in coordination with the UCSF Real Estate Services Office and the Controller's Office. To date a $225 million educational/research building (Building 19A, the Sandler Neuroscience Center) has been completed and is in service. The project was completed on time and budget. It was financed using bond funds, including Build America Bonds.

Currently a project is in construction at 2130 3rd St. (Child, Teen and Family Center and Department of Psychiatry). The construction project has a $180 million budget.

Our scope for this engagement includes providing accounting and advisory services related to the issuance of debt for the construction of the new buildings. We are also responsible for ensuring compliance with bond documents and all laws and regulations. We have oversight responsibility and work in conjunction with UCSF Real Estate Services personnel and a CM firm to monitor developer progress billings and compliance with the construction contracts. We also are responsible for preparing budgets, financial statements and tax returns. Accounting services include monthly bond accounting procedures and processing the payment application and all payments for all CFIA vendors. Our team also provides monthly, quarterly and annual financial statement and reporting packages to the board.

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WILLIAMS ADLEY

Diverse Expertise, Customized Solutions

Frankly, we don't believe in applying one-size-fits all solutions to our clients' accounting, auditing and business challenges.

We prefer to listen closely to our clients to truly understand their organization's internal and external environments. We then apply an appropriate blend of industry best practices and innovative thinking to create solutions tailored to their unique requirements.

Our diverse knowledge, backgrounds and subject – matter expertise help a wide variety of government agencies, not-for-profit organizations and businesses achieve their financial, program and IT goals. And we incorporate the latest technological advances to ensure that we deliver accurate and timely results.

OUR AREAS OF EXPERTISE

Williams Adley is nationally recognized for providing a comprehensive spectrum of services and solutions:

- Audit and Assurance
- Management Consulting
- Accounting Support
- Information Technology
- Tax and Advisory

To learn more about Williams Adley and how our gold-standard Accounting Support services can help your organization succeed, visit **www.wacllp.com** or call **(510) 893-8114**.

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The Industry's Best And Brightest Team

Williams Adley professionals bring more to client engagements than just their individual expertise and experiences. Our team is characterized by high levels of energy, collaboration and diversity of thought.

This is the result of hiring, training and retaining bright and dynamic professionals and providing them with the guidance and resources necessary to accomplish great things.

In short, we're confident that you'll be every bit as impressed with the caliber of our people as you are with the quality of our services. It's yet another way that Williams Adley stands apart from the crowd.

To learn more about Williams Adley and how our gold-standard Accounting Support services can help your organization succeed, visit **www.wacllp.com** or call **(510) 893-8114**.

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WILLIAMS ADLEY

Proven Results

Since our founding, we've consistently generated the type of results that have earned us both an exceptional client-retention rate and a national reputation for excellence.

Today, we stand ready to put our proven experience to work for *your* organization.

From the complex government accounting and auditing arena to the fast – paced world of business, Williams Adley is firmly committed to providing you with the expertise you need to tackle your largest challenges with confidence.

It's what our work demands, it's what our clients deserve, and it's what we deliver.

Put Williams Adley's Expertise to Work for You

To learn more about Williams Adley and how our expert accounting, auditing and consulting services can help your organization meet – and exceed – its goals, visit www.wacllp.com.

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WILLIAMS ADLEY

Accounting Support Services

Williams Adley enjoys a long and distinguished track record of providing exceptional Accounting Support services to a variety of government, commercial and not-for-profit clients.

Designed to improve the reliability of your financial data, our services can be tailored to your specific requirements and budget. We can function as an extension of your accounting department and our highly qualified and experienced professionals possess the necessary skills and security clearances to handle the most complex and confidential engagement.

We pride ourselves on our proven expertise in delivering the following Accounting Support services:

- General Ledger Support
- Policies and Procedures Development
- Monthly Closing
- Budget Preparation
- Financial Statement Preparation
- Account Reconciliation
- Bookkeeping
- Banking/Finance
- Interim Controllership
- Chart of Accounts Development
- Federal Credit Reform

To learn more about Williams Adley and how our gold-standard Accounting Support services can help your organization succeed, visit **www.wacllp.com** or call **(510) 893-8114**.

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Management Consulting Services

Featuring seasoned professionals with years of deep and diverse industry experience, Williams, Adley provides authoritative Management Consulting services to some of today's most recognizable government, commercial and not-for-profit organizations.

Our management consultants serve as trusted advisors on a wide range of financial and business matters, form complying with changing legislation to streamlining business processes.

With a staffing mix designed specifically to address each client's particular management issues, Williams Adley provides expertise in the following areas:

- OMB Circular A-123 Reviews
- Business Process Re-engineering
- Contract Compliance Review
- Financial Institution Services
  - TARP
  - Due Diligence
  - Closing Support
  - Foreclosure Claim Reviews
- Cost Recovery
- Data Analysis
- Pre-Award/Post-Award Reviews
- Internal Controls/Business Process Reviews
- Program Management
- Grants Management
- OMB Circular A-76 Support
- Litigation Support

To learn more about Williams Adley and how our gold-standard Accounting Support services can help your organization succeed, visit **www.wacllp.com** or call **(510) 893-8114**.

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Audit and Assurance Services

As a result of over three decades of successful client outcomes, Williams Adley offers a variety of expert Audit and Assurance services designed to meet the specific needs of federal, state and local government agencies as well as commercial and not-for-profit organizations.

Government clients value our extensive knowledge of the CFO Act, GMRA, GPRA and FFMIA, as well as OMB and GAO guidance and FASAB and GASB standards. Similarly, our many commercial and not-for-profit clients rely on Williams Adley to help them comply with applicable accounting and auditing standards.

Williams Adley provides a depth of understanding in the following key areas:

- Audits and Reviews
- Audit Preparation & Resolution
- Financial Statement Compilation
- OMB Circular A-133 Single Audits
- Agreed – Upon Procedures Reviews
- Program- Specific Audits
- Healthcare / Medicaid Audits
- Fraud Prevention / Mitigation
- Construction Audits & Reviews

Our proven professionals provide unmatched support and guidance across the entire audit timeline, from preparation of audited financial statements to audit resolution and corrective action plan implementation. We can provide solutions that pave the way for improved audit opinions and enhanced reliability of financial and program information.

To learn more about Williams Adley and how our gold-standard Accounting Support services can help your organization succeed, visit **www.wacllp.com** or call **(510) 893-8114**.

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Tax and Advisory Services

For more than 30 years, Williams Adley has offered a variety of trusted tax compliance and advisory services to a wide range of clients, including corporations, sole proprietorships, limited liability companies, partnerships, non-profit organizations, estates, trusts and individuals.

Through rigorous training, years of hands-on experience, and a commitment to staying abreast of the complex and ever changing federal, state and local tax regulations, Williams Adley professionals guide clients through every stage of the taxation cycle.

- **Tax Planning and Consulting:** In addition to identifying successful strategies and deductions to minimize clients' liabilities, our experts research the potential tax consequences of proposed and completed transactions, including advising on transaction structuring and reporting
- **Tax Return Preparation:** After identifying all sources of income and deductions, we file the appropriate federal, state and local returns on a timely basis. Our automated tax software allows us to research alternative filing methods in an effort to ensure that our clients' taxes are minimized.
- **Tax Representation:** In the event of an audit or proposed adjustment, our seasoned tax professionals represent clients before federal, state, and local taxing authorities, including responding to notices and preparing written responses to findings, if necessary.

To learn more about Williams Adley and how our gold-standard Accounting Support services can help your organization succeed, visit **www.wacllp.com** or call **(510) 893-8114**.

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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:

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$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 [EXCLUDED]**
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

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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.

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2026

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 have ADDITIONAL INSURED provisions or 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
Robert Harris Insurance Agency, Inc.
Lic. #0216736
3150 Bristol St., Suite 200
Costa Mesa CA 92626

CONTACT NAME: Sonia Duran
PHONE (A/C, No, Ext): (714) 619-4480 **FAX (A/C, No):** (714) 619-4481
E-MAIL ADDRESS: sduran@reharris.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyds of London/AmWINS	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Lanark Development Company, LLC
177 E Colorado Blvd., Suite 3076,
3rd Floor
Pasadena CA 91105

COVERAGES **CERTIFICATE NUMBER:** 26.27 Liability **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			7909779	09/29/2026	09/29/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 250,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7909779	09/29/2026	09/29/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible	$ 1,000,0000 $ $ $ $ 2,500
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Errors & Omissions			7909779	09/29/2026	09/29/2027	Limit of Liability Deductible	$2,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as an Additional Insured as their interest may appear but only if by written contract with the named insured prior to an occurrence and subject to all policy terms and conditions.

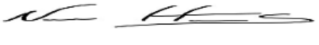
CERTIFICATE HOLDER

State of Minnesota The State of Minnesota
Construction Services

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



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LANARK
DEVELOPMENT

1225 Colorado Blvd, Los Angeles, CA 90041 | (818) 235-2433 | mitch@lanarkdevelopment.com

September 28, 2026

Samantha Hicks
Senior Contract Administrator, Real Estate & Construction
Minnesota Department of Administration

RE: Request for Waiver of Workers' Compensation Requirement – Construction Auditing Services Master Contract

Dear Ms. Hicks,

Lanark Development Company, LLC respectfully requests a waiver of the Workers' Compensation and Employer's Liability insurance requirement for the Construction Auditing Services Master Contract.

1. Reason for waiver request. Lanark has no employees and therefore has no Workers' Compensation exposure. Services under this contract will be performed by me, as Manager and owner of Lanark, and by independent contractors retained on a project basis. Lanark does not maintain a Workers' Compensation policy because it has no employees to cover.

2. Confirmation of no employees. I confirm that Lanark Development Company, LLC currently has no employees, had no payroll hours in the preceding calendar year, and does not issue W-2 wages.

3. Exemption status under Minnesota Statutes, Chapter 176.

- Under Minn. Stat. §176.041, subd. 1, clause (18), Chapter 176 does not apply to a manager of a limited liability company with ten or fewer members and less than 22,880 hours of payroll in the preceding calendar year, where the manager owns at least a 25 percent membership interest. Lanark is a single-member limited liability company with no payroll, and I am its sole member and own 100 percent of the company.
- Under Minn. Stat. §176.041, subd. 1, clause (12), Chapter 176 does not apply to independent contractors as defined in Minn. Stat. §§176.043 and 181.723. Team members engaged by Lanark operate as independent contractors.

Lanark maintains Commercial General Liability and Hired & Non-Owned Automobile coverage, and a Certificate of Insurance will be provided under separate cover. If Lanark hires employees during the contract term, we will obtain Workers' Compensation coverage and provide a certificate to the State before those employees perform work under the contract.

Please let me know if any additional documentation is needed.

Sincerely,



Mitchell R. Lindsay
Founder & Managing Principal
Lanark Development Company, LLC

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ROBERT E. HARRIS
REHIA
INSURANCE AGENCY, INC.
CA License Number 0216736

LETTER OF INSURABILIY

Date: July 31, 2026

To: Minnesota Department of Administration, Real Estate and Construction Services (RECS)

RE: Lanark Development Company, LLC

To Whom It May Concern:

This letter is to confirm that we are able to obtain and maintain the following insurance coverages, terms and conditions for Lanark Development Company, LLC:

- **Workers' Compensation** — Statutory limits, including Coverage B, Employer's Liability, with minimum limits of $100,000 Bodily Injury by Accident, $500,000 Bodily Injury by Disease (aggregate), and $100,000 Bodily Injury by Disease (per employee)
- **Commercial General Liability** — $2,000,000 per occurrence; $2,000,000 annual aggregate; $2,000,000 annual aggregate for Products/Completed Operations; including Premises and Operations, Personal and Advertising Injury, Blanket Contractual Liability, and Products/Completed Operations Liability; State of Minnesota named as Additional Insured to the extent permitted by law
- **Commercial Automobile Liability** — $2,000,000 per occurrence, Combined Single Limit for Bodily Injury and Property Damage, covering Owned, Hired, and Non-Owned Automobiles
- All insurers carry an AM Best rating of A- (minus), Financial Size Category VII or better, and are authorized to do business in the State of Minnesota

Sincerely,

Nathan Harris
President

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Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	Lanark Development Company, LLC
Entity No.:	202461813783
Registration Date:	04/11/2024
Entity Type:	Limited Liability Company - CA
Formed In:	CALIFORNIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of December 07, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 272919937

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

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Exhibit E & E1

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- ☒ Businesses executing a contract with **State or Metropolitan agencies** in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of $250,000 (Workforce Certificate) and if applicable $1,000,000 (Equal Pay Certificate)

Select all that apply:

We are a Certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- ☒ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

We are Exempt:

- ☒ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Business Information

Pending 0001226899	Lanark Development Company, LLC	MN Dept. of Administration
Vendor/Supplier ID	**Business Name**	**Name of Contracting Agency**
Mitchell Lindsay	Managing Principal	9/15/2026
Authorized Signatory Name	**Title**	**Date**
DocuSigned by: Mitchell Lindsay 3374CADE334240B	mitch@lanarkdevelopment.com	(818) 235-2433
Signature	**Email**	**Phone**

For assistance with this form, email the Minnesota Department of Human Rights **Compliance.MDHR@state.mn.us**.

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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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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.

Lanark Development Company LLC
Organization Name

Mitchell Lindsay, Managing Principal
Name and Title of Official Signing for Organization

By: Mitchell Lindsay
Signature of Official

7/31/2026
Date

Rev. 01/16

Docusign Envelope ID: A44E704C-B137-86E3-80F0-73189ACE7EDE

Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Lanark Development Company LLC

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 **Construction Auditing Services** 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: Lanark Development Company LLC

Print authorized representative name: Mitchell Lindsay Title: Managing Principal

Authorized signature: [signature] Date (mm/dd/yyyy): 08/03/2026

Notary Public

Subscribed and sworn to before me this: 3rd day of August, 2026

[signature]
Notary Public signature

06/19/2030
Commission expires (mm/dd/yyyy)

M. RIMULAR
Notary Public - California
Los Angeles County
Commission # 2559372
My Comm. Expires Jun 19, 2030