STATE OF MINNESOTA (REV 10/20/2014)

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

RECS Project ID.: N/A	**Project Mgr.:** Eric Radel	**Contract Specialist:** Samantha Hicks
		RFP Event ID (if applicable) 2-15977
Project Name: Construction Testing and Inspection Services Master Contract		

Total Amount of Contract: **N/A**	Amount of Contract First FY:	Vendor Number: **0000273964**
Category Code: 81101703	Category Code:	Category Code:
Account:	Account:	Account:
Amount: **N/A**	Amount:	Amount:

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

SWIFT Contract No: **256940 / T#2502A**

_____
Number/Date/Entry Initials

SWIFT Order: _____-
Number / Date/ See Signature Page

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

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

Contractor Name and Address: **Engineering Partners Company, LLC, dba EPC Engineering & Testing**
539 Garfield Ave
Duluth, MN 55802

Contract Execution Date: 09/12/2024

Contract End Date: 08/31/2029

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

Contact Person: **Gary E. Hage**
Contact Person Phone: **218.727.1239**
Contact Person Email: ghage@epcduluth.com

Docusign Envelope ID: 117090B4-1627-4C61-AF85-8960033943A7

Professional and Technical Services Master Contract

State of Minnesota

SWIFT Contract No.: 00000000000000000000256940
Master Contract T-Number: 2502A

This Master Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and **Engineering Partners Company, LLC, dba EPC Engineering & Testing, 539 Garfield Avenue, Duluth, MN 55802** ("Consultant"). State and Consultant 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 testing and inspection services;**
3. State issued a solicitation identified as 2000015977, Professional Services for Construction Testing and Inspection on **June 28, 2024,** for **Geotechnical, Concrete Testing and Inspection, Masonry Testing and Inspection, Structural Steel Testing and Inspection, Pavement Testing and Inspection, Window/Curtainwall Testing and Inspection, Roofing/Waterproofing Testing and Inspection, Fireproofing/Firestopping Testing and Inspection, Sealant Pull tests, Fluid-Applied Vapor Barrier Testing, Phase I and II Archaeological Resources Investigations, Phase I and II Environmental Investigation and Remediation Services**. Continuously Open RFP ("Solicitation");
4. Consultant provided a response to the Solicitation indicating its interest in and ability to provide the services requested in the Solicitation; and
5. The Consultant represents that it is duly qualified and agrees to perform 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*: August 31, 2029.**

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:

- **Geotechnical,**
- **Concrete Testing and Inspection,**
- **Masonry Testing and Inspection,**
- **Pavement Testing and Inspection,**
- **Fireproofing/Firestopping Testing and Inspection**

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

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

3 Time

The 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.

4 Consideration and Payment

4.1 ***Consideration***. The State will pay for all services satisfactorily performed by the Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed **$1,000,000.00**. All costs will follow the Contractor's fee schedule attached as **Exhibit B** and incorporated into this agreement. The Contractor may revise its fee schedule **once a year after 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 is no allowable travel or other reimbursable expenses for travel to Projects located **within 100 miles** roundtrip of the Responder's office location (accumulative mileage to and from site), the State ***will not*** pay for travel time. All such expenses are included in the Consultant's fee schedule of hourly rates.

On projects located **over 100 miles** round trip of the Responder's office location, the State ***will*** pay for travel time and Reimbursable Expenses per day for all work days (Monday through Sunday and State Holidays).

Reimbursable Expenses**:** The State reserves the right to modify the allowable reimbursable expenses prior to execution of Work Order Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: at https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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Subconsultant and testing services, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost. There are no other allowable reimbursable expenses.

4.2. ***Payment***

(A) ***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.

(B) **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.

5 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.

6 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, Project Operations Manager, 651.201.2380 his/her successor, and has the responsibility to monitor the Contractor's performance.

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

The Consultant's Authorized Representative is Gary E. Hage, P.E., 218.727.1239. 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.

7 Assignment, Amendments, Waiver, and Contract Complete

7.1 ***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.

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

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

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

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8 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 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.

9 Indemnification

9.1 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 Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor'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.

9.2 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.

10 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.

11 Government Data Practices and Intellectual Property

The Contractor 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 Contractor 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 Contractor or the State.

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

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12 Intellectual Property Rights.

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

12.1.1 "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 Contractor, its employees, agents, or subcontractors, in the performance of this Master Contract and any Work Order Contract.

12.1.2 "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.

12.1.3 "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 Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Master Contract and any Work Order Contract. "Works" includes Documents.

12.2 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 Contractor upon completion or cancellation of this Master Contract and any Work Order Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

12.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor'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.

12.4 Obligations.

12.4.1 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 Contractor, including its employees and subcontractors, in the performance of this Master Contract and any Work Order Contract, the Contractor 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.

12.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor

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represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

12.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Master Contract and any Work Order Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

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

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

13.1. 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.

13.2. 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.

13.3. Minnesota Rule Parts 5000.3400-5000.3600.

(A) *General*. Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a 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.

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

(1) The Consultant must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without

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discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

(3) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

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

(5) The Consultant must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(C) *Consequences*. The consequences for the 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.

(D) *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.

14 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.

15 Publicity and Endorsement

15.1 ***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.

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

16 Governing Law, Jurisdiction, and Venue

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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.

17 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).

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

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

19 Termination

19.1 ***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 Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

19.2 ***Termination for Breach.*** The State may terminate this Master Contract and any Work Order Contract, with cause, upon 30 days' written notice to Contractor 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.

19.3 ***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 Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that 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

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must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

20 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.

21 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.

22 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.

23 Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

24 Federal Funds.

24.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Master Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

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

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25 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.

26 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

Signatures

Title	Name	Signature	Date
President	Gary Hage	Signed by: Gary Hage 82C72303CA52479...	September 11, 2024
Accounting Technician	Julie C. Ouradnik	DocuSigned by: Julie C Ouradnik 9417904E36A0440...	September 11, 2024
Construction Ops Mgr	Radel,Eric Alan	DocuSigned by: Radel,Eric Alan 6B7A6FF4AA564AB...	September 11, 2024
Contracts Specialist	Sherry Van Horn	DocuSigned by: Sherry Van Horn 39BE997DB28140C...	September 12, 2024

Admin ID

Docusign Envelope ID: 117090B4-1627-4C61-AF85-8960033943A7

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 "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated in the contract by reference. A copy of the Commissioner's Plan is available on the Web at: http://www.mmb.state.mn.us/comp-commmissioner (click on "Commissioner's Plan" in the right side column). The CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received

SAMPLE

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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]. T 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 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.

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[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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EPC Engineering & Testing
Geotechnical • Environmental • Materials Engineering
539 Garfield Avenue (218) 727-1239
Duluth, Minnesota 55802 (218) 727-1248 fax

Exhibit B

2024 FEE SCHEDULE

LABOR	Round Trip: >100 Miles	Round Trip: <100 Miles
Principal Engineer (Gary H.)/Technician (Chad L.)	$ 168/hr	$ 199/hr
Project Engineer/Manager (Logan T.)	$ 148/hr	$ 185/hr
Staff Engineer (Trent B.)	$ 133/hr	$ 166/hr
Sr. Engineering Technician/Level II (>5yrs exp.) (Ryan H. & Kyle H.)	$ 113/hr	$ 141/hr
Engineering Technician/Level I (Eli Z. & Wyatt J.)	$ 103/hr	$ 130/hr

The above rates are based on work being performed up to an 8-hour period from 7:00AM to 5:00PM, Monday through Friday. Over 8-hours and/or outside of this time period and all of Saturday could be charged at the applicable rate times 1.25. Sunday and holidays could be 1.5 times the rate.

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Exhibit C

CONSTRUCTION TESTING AND INSPECTION SERVICES RFP- EXHIBIT A

Name of Firm EPC Engineering & Testing Proposal
Dated 07/12/2024

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

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

Geotechnical Services

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

Concrete Testing and Inspection Services

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

Masonry Testing and Inspection Services

- ☐ Mortar, Masonry Fill Mix Design
- ☐ Laboratory Tests on Masonry Prisms
- ☒ Laboratory Test of Mortar and Core-fill for Compressive Strength and Bond Strength
- ☒ Special Inspection of Structural Masonry Construction (Continuous__X__/ Periodic__X__)
- ☐ Other_____

Structural Steel Testing and Inspection

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

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Exhibit C

Pavement Testing and Inspection

- ☒ Observe and Test Rolling Operations on Subgrade Soils
- ☒ Field and Laboratory Tests on Aggregate Base
- ☒ Field and Laboratory Tests during Bituminous Paving (Continuous____/Periodic____)
- ☐ Other_____

Fireproofing / Firestopping Testing and Inspection

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

Other

- ☐ Window/Curtain Wall Testing and Inspection
- ☐ Roofing/Waterproofing Testing and Inspection
- ☐ Sealant Pull Tests
- ☐ Fluid-Applied Vapor Barrier Testing

Phase I Archaeological Resources Investigation

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

Phase II Archaeological Resources Investigation

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

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Exhibit C

Phase I Environmental Investigation

- ☐ Complete a Phase I Environmental Site Assessment in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #8.
- ☐ Conduct a visual (existing structures) assessment for typical suspect asbestos containing materials (ACM).
- ☐ Assess the presence of PCBs at the subject site.
- ☐ Collect and evaluate available historical information to determine if evidence exists indicating an existing release, a past release, or a material threat of a release of hazardous substances, hazardous materials or petroleum products to the Property.
- ☐ Other_____

Phase II Environmental Investigation

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

Remediation Services

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

Comments:

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

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

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

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Exhibit C

EXHIBIT A

Title	Scope	Dates	EPC Staff	Client	Client Contact	Phone	Fax	Address	Title
Geotechnical Services									
Impound Lot Phase 2	Drilling/Engineering	12/23-01/24	Logan Tuura	St. Louis County	Jerry Hall	218.725.5085	N/A	100 N. 5th Ave. W. Duluth. MN 55802	Director
CN Cell Tower	Drilling	Jul-24	Gary Hage	WSP	Joe Palo	218.336.2280	N/A	5212 Norway Drive. Gilbert. MN 55741	Asst. V.P.
Carlton Pump Station	Drilling/Testing	2021-2024	Gary Hage	WLSSD	Andrew Barnebey	218.722.3336	N/A	2626 Courtland Street. Duluth. MN 55806	Sr. Egnr.
Concrete Testing / Inspection									
Superior Street	Conc Testing / Insp	2018-2022	Gary Hage	City of Duluth	Duncan Schwensohn	218.730.5200	N/A	411 West First Street. Duluth. MN 55802	Proj. Egnr.
WLSSD Mist Project	Conc Testing / Insp	2022-2023	Gary Hage	Lakehead Constr.	Rhiannon Klein	715.392.5181	N/A	3801 Winter St. Superior. WI 54880	Proj. Mgr.
Street Preservation	Conc Testing / Insp	2021-2024	Chad Lowney	City of Duluth	Patrick Loomis	218.730.5200	N/A	411 West First Street. Duluth. MN 55802	Sr. Egnr.
Masonry Testing									
Superior Maytag	Masonry Testing / Insp	Jun-24	Logan Tuura	Mark Haug Const.	Troy Haug	320.629.6607	N/A	11754 Fairway Rd. Pine City. MN 55063	Proj. Mgr.
Skyridge Flats	Masonry Testing / Insp	2023	Chad Lowney	Duluth Housing	Jacob Morgan	218.529.6300	N/A	222 East Second Street. Duluth. MN 55816	Dir. Real Estate
L.S. Dental Clinic	Masonry Testing / Insp	09 to 11/2021	Gary Hage	Johnson Wilson Const.	Shane Johnson	218.628.0202	218.628.0205	4431 West Michigan St. Duluth. MN 55816	President
Pavement Testing / Inspection									
Windwood Townhomes	Bit Testing / Insp	Nov-23	Logan Tuura	KTM Companies	Alaina Dodaro	218.729.1446	N/A	5513 Highway 2. Hermantown. MN 55810	V.P.
Misc. Duluth Streets	Bit Testing / Insp	2019-2024	Chad Lowney	City of Duluth	Pat Loomis	218.730.5200	N/A	411 West First Street. Duluth. MN 55802	Sr. Egnr.
Richard Ave. Lindgren Rd.	Bit Testing / Insp	Nov-23	Gary Hage	City of Hermantown	John Mulder	218.729.3600	218.729.3620	5105 Maple Grove Rd. Hermantown. MN 55811	City Admin.
Fireproofing									
Northern Surgery Center	Fire Stopping/Partition	Jan-23	Gary Hage	Donald Holm Const.	Dan Holm	218.628.2257	N/A	3211 W. 3rd Street. Duluth. MN 55806	Principal
Superior High School	Thickness, Density, Ad	2017-2019	Chad Lowney	Kraus Anderson	Wayne Engebretson	218.722.3775	N/A	2000 W Superior St Ste 101 Duluth MN 55806	Supervisor
Hillside Apts	Thickness, Density, Ad	07 2014	Chad Lowney	Johnson Wilson	Shane Johnson	218.628.0202	218.628.0205	4431 West Michigan St. Duluth. MN 55816	President
Viewcrest Home	Thickness, Density, Ad	10 2007	Gary Hage	Johnson Wilson	Shane Johnson	218.628.0202	218.628.0205	4431 West Michigan St. Duluth. MN 55816	President

Gary Hage PE has over 35 years experience managing Geotechnical Engineering projects and all types of construction materials testing projects.
Chad Lowney has over 25 years experience managing concrete and bituminous projects.
Chad Lowney has over 25 years experience managing masonry and fireproofing projects.
Logan Tuura PE has 5 years experience managing Geotechnical Engineering projects and all types of construction materials testing projects.

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Exhibit D1

PROFESSIONAL/TECHNICAL CONTRACTS
GENERAL INSURANCE REQUIRMENTS

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**

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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/5/2024

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 Holden Insurance Agency, Inc. 823 Belknap St., Suite 121 PO Box 459 Superior WI 54880	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 715-394-7741 **FAX (A/C, No):** 715-394-7502 **E-MAIL ADDRESS:** holden@holdeninsurance.com
INSURED ENGIPAR-01 Engineering Partners Co LLC DBA EPC Engineering & Testing 539 Garfield Ave Duluth MN 55802	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Acuity Insurance Co — 14184 **INSURER B :** Scottsdale Insurance Co **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2085575970 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		L18534	3/2/2024	3/2/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			L18534	3/2/2024	3/2/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			L18534	3/2/2024	3/2/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		L18534	3/2/2024	3/2/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B B	Professional Pollution			VRS0007443 VRS0007443	6/1/2024 6/1/2024	6/1/2025 6/1/2025	10K DED Limit 5K DED Limit	5,000,000 5,000,000

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

The State of Minnesota is included as an additional insured on the general liability policy, on a primary basis when required by written contract. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER

The State of Minnesota Department of Administration-Real Estate & Construction Services
309 Administration Building
50 Sherburne Ave
St Paul MN 55155
USA

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

Chad P Mastrud

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Exhibit E

Workforce and Equal Pay Declaration Page

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

Select one:

- [X] 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:

- [X] 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

EPC Engineering & Testing

Vendor/Supplier ID	**Business Name**	**Name of Contracting Agency**
Gary E. Hage, P.E.	President	07/12/2024
Authorized Signatory Name	**Title**	**Date**
	ghage@epcduluth.com	218-727-1239
Signature	**Email**	**Phone**

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

Docusign Envelope ID: 117090B4-1627-4C61-AF85-8960033943A7

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.

EPC Engineering & Testing
Organization Name

Gary E. Hage, P.E., President
Name and Title of Official Signing for Organization

By: _____
Signature of Official

07/12/2024
Date

Rev. 01/16

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Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: EPC Engineering & Testing

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 _____ 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: EPC Engineering & Testing

Print authorized representative name: Gary E. Hage, P.E. Title: President

Authorized signature: Gary E Hage Date (mm/dd/yyyy): 07/10/2024

Notary Public

Subscribed and sworn to before me this:

10 day of July, 2024

Jill L Hammer
Notary Public signature

01/31/2029
Commission expires (mm/dd/yyyy)

JILL L HAMMER
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2029