

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:	0000291893
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:	Project ID:	Project ID:
Activity:	Activity:	Activity:
Amount:	Amount:	Amount:

SWIFT Contract No: **271625 / T#2502A**

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

Number/Date/Entry Initials

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

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

Contractor Name and Address: **Pinnacle Engineering, Inc.**
11541 95th Avenue North
Minneapolis, MN 55369

Contract Execution Date: 06/25/2025
Master 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: **Jeff Melby**
Contact Person Phone: **763.315.4501**
Contact Person Email: jmelby@pineng.com



Professional and Technical Services Master Contract

State of Minnesota

SWIFT Contract No.: 0000000000000000000271625

Master Contract T-Number: 2502A

This Master Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and **Pinnacle Engineering, Inc., 11541 95th Avenue North, Minneapolis, MN 55369** ("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. **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.

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:

Phase I and II Environmental Investigation, and Remediation Services.

The Contractor understands that only the receipt of a fully executed work order contract authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is 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.

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 Jeff Melby, 763.315.4501. 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.

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.

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 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 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**

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 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/VerifySubCertForm.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.

- 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
Sr. Vice President	Jeff Melby	<div>DocuSigned by:  C0A78FE0C33A470...</div>	June 24, 2025
Accounting Technician	Julie C. Ouradnik	<div>DocuSigned by:  9417904E36A0440...</div>	June 24, 2025
Construction Ops Mgr	Radel, Eric Alan	<div>DocuSigned by:  6B7A6FF4AA564AB...</div>	June 24, 2025
Contracts Specialist	Sherry Van Horn	<div>DocuSigned by:  39BE997DB28140C...</div>	June 25, 2025
Admin ID			

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 begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin 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-commissioner> (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

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.

[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



**PINNACLE ENGINEERING, INC.
2025 SCHEDULE OF FEES**

<u>Employee Type</u>	<u>Billing Rate (per hour)</u>
Principal Professional Engineer	\$ 262.00
Process Engineer	\$ 239.00
Senior Professional Engineer	\$ 239.00
Professional Engineer I	\$ 217.00
Senior Engineer	\$ 205.00
Project Engineer	\$ 183.00
Staff Engineer	\$ 166.00
Senior Project Manager	\$ 217.00
Project Manager	\$ 200.00
Senior Hydrogeologist	\$ 239.00
Hydrogeologist	\$ 193.00
Senior Geologist	\$ 227.00
Geologist	\$ 188.00
Principal Scientist	\$ 227.00
Senior Scientist	\$ 205.00
Project Scientist	\$ 176.00
Staff Scientist I	\$ 166.00
Licensed Drone Operator	\$ 217.00
Safety Officer	\$ 188.00
Field Superintendent	\$ 154.00
Equipment Operator	\$ 132.00
Project Assistant	\$ 126.00
Field Technician IV	\$ 168.00
Field Technician III	\$ 145.00
Field Technician II	\$ 126.00
Field Technician I	\$ 109.00
CADD Technician	\$ 132.00
Administrative II	\$ 126.00
Administrative I	\$ 114.00

Rates are subject to change on an annual basis. Revised 1/1/2025

Exhibit C

CONSTRUCTION TESTING AND INSPECTION SERVICES RFP- EXHIBIT AName of Firm Pinnacle EngineeringProposal Dated March 26, 2025

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

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

Geotechnical Services

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

Concrete Testing and Inspection Services

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

Masonry Testing and Inspection Services

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

Structural Steel Testing and Inspection

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

Pavement Testing and Inspection

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

Fireproofing / Firestopping Testing and Inspection

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

Other

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

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: Determine the presence of historical and controlled recognized environmental conditions, de minimis conditions, business environmental risks, and vapor encroachment conditions.

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: Conduct vapor intrusion pre-mitigation diagnostic testing, asbestos surveys, pre-demolition hazardous materials surveys, provide regulatory liaison and negotiation services, conduct remedial investigations and feasibility studies, conduct risk assessments to determine Tier II site-specific cleanup criteria, and develop community involvement plans.

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: Prepare and implement O&M Plans, assist with Environmental Covenant and Affidavit preparation, prepare reimbursement applications, provide construction oversight, preparation of waste profiles for landfill disposal, preparation of required permits, soil field screening, segregation, and sampling.

Exhibit C

Comments:

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

Key members of our professional staff of over 45 employees at Pinnacle, have an average of over 20 years' experience conducting thorough, concise Environmental Site Assessments, in accordance with ASTM standards and MPCA and EPA All Appropriate Inquiry requirements. We evaluate properties and inform our clients of current and historical environmental conditions; mitigate Superfund/CERCLA liability for existing contamination; and recommend risk-based institutional and engineering controls or response actions required to facilitate property transfers or redevelopment.

Pinnacle Engineering, Inc. (Pinnacle) was formed in 1991 as an environmental engineering and consulting company providing a full range of environmental, industrial, civil engineering, and remediation services. Our staff is a multi-disciplinary team of mechanical, civil, chemical and geological engineers, geologists, hydrogeologists, and natural resource scientists. We are focused on providing the professional expertise our clients have come to expect, taking pride in our systematic and common-sense approaches to site assessment and remediation. Pinnacle has grown steadily through our development of long-term client relationships. Historically, over 90% of our revenue has been generated from repeat clients. Our loyal client relationships are the cornerstone to our strong and steady growth.

Pinnacle Engineering offers full-service environmental real estate services. We are prompt, thorough, and competitively priced. Pinnacle assists clients with Phase I and II site assessments, and site remediation. We provide comprehensive environmental support services including asbestos surveys, industrial hygiene services, and complex environmental investigation, remediation design, implementation, and site closure. Drawing on the talent of a highly versatile, well-trained team of scientists, technicians and engineering professionals, Pinnacle knows how to communicate findings effectively to help manage environmental risk in property transactions.

Pinnacles Real Estate Services Manager is an environmental scientist with over 14 years of environmental consulting experience in completing due diligence to assess environmental risks related to property transactions. He is skilled at risk-based soil, soil vapor, and groundwater investigation and remediation, cleanup cost estimating & regulatory negotiation, and preparation of cleanup grant applications and reimbursement applications.

Pinnacle's unique remediation qualifications include experience in developing cost-effective and strategic analytical sampling programs for hazardous waste, CERCLA, state-Superfund groundwater contamination, industrial spill sites, RCRA facilities, chlorinated dioxin/furans and PCB, petroleum hydrocarbon, metal plating, railroad facilities and wood preservation sites.

Exhibit C

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

Phase I Environmental Investigation

1. **Project #1 title:** Ethanol Facility Phase I ESA
 2. **Scope:** A Phase I Environmental Investigation was completed for a corn-based ethanol production facility. The facility produces 59 to 64 million gallons of ethanol, using 21 to 23 million bushels of corn annually. Coproducts included 125,000 tons of dried distillers' grain, 80,000 tons of modified wet cake, and 15 million pounds of corn oil annually. Unused PFAS-containing AR-AFFF, an adjacent railroad, historical fly ash disposal from coal-firing operations, offsite land application of organic waste materials, de minimis residual coal, concrete debris, and ongoing stormwater sampling in pursuit of NFA from the State in regard to a release event were all identified as BERs. Staining observed on a potentially PCB-containing transformer was identified as a de minimis condition. A removed UST with NFA status and a release event with NFA status were identified as HRECs. No RECs were identified.
 3. **Dates started and completed:** March 26, 2024 – May 30, 2024
 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):** Jeff Melby, MN Professional Engineer with over 35 years of environmental consulting experience
 5. **Client's company name, mailing address:** Client has requested confidentiality
 6. **Client's contact person name, position title, telephone and fax numbers:** Client has requested confidentiality
-
1. **Project #2 title:** Mayville East Plant Property Phase I ESA
 2. **Scope:** A Phase I Environmental Investigation was completed for a 77.45-acre parcel improved with a grain elevator and storage facility comprised of grain bins, dryers, shop, office, and tillable farmland. A maintenance pit with a trench drain and sump was observed in the northern portion of the shop building. The sump is pumped out annually, and the waste oil is disposed offsite. Based on the unknown condition of the subsurface maintenance pit and associated trench drain and sump, the potential for release to the subsurface existed and was considered an ASTM REC.
 3. **Dates started and completed:** July 26, 2023 – August 21, 2023
 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):** Jeff Melby, MN Professional Engineer with over 35 years of environmental consulting experience
 5. **Client's company name, mailing address:** United Grain Corporation, 900 Washington Street, Suite 700, Vancouver, Washington 98660
 6. **Client's contact person name, position title, telephone and fax numbers:** Mr. John Todd, Vice President of Operations, 360.816.1901, jtodd@unitedgrain.com
-
1. **Project #3 title:** Portland Grain Station Phase I ESA
 2. **Scope:** A Phase I Environmental Investigation was completed for a 5.74-acre parcel improved with a grain elevator and storage facility comprised of grain bins, dryers, bulk fertilizer storage, outbuildings, warehouses, and office. The Site has operated as a grain elevator/storage facility

since at least the 1890s. Historical bulk oil storage at the Site presented the potential for release and petroleum hydrocarbon impacts to soil, soil vapor, and groundwater. The presence of a historical coal shed and lime warehouse at the Site presented the potential for elemental leachates to have impacts to soil and groundwater. Due to the age and length of operations, as well as the potential for release to the environment, the historical operations at the Site posed a threat and were considered ASTM RECs and a VEC.

3. **Dates started and completed:** December 27, 2024 – January 31, 2025
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):** Jeff Melby, MN Professional Engineer with over 35 years of environmental consulting experience
5. **Client's company name, mailing address:** Client has requested confidentiality
6. **Client's contact person name, position title, telephone and fax numbers:** Client has requested confidentiality

Phase II Environmental Investigation

1. **Project #1 title:** Mayville East Plant Phase II ESA
2. **Scope:** Advanced four (4) push-probe soil borings to a depth of 24-feet below the ground surface (BGS) for soil and groundwater sampling purposes. Collected soil samples continuously from the borings for characterization and headspace screening of volatile organic vapors with a Photoionization Detector (PID). One soil sample was collected from each boring for laboratory analysis of Resource Conservation and Recovery Act (RCRA) Metals, volatile organic compounds (VOCs), Wisconsin Gasoline Range Organics (WI-GRO), and Wisconsin Diesel Range Organics (WI-DRO). No elevated PID reading(s) or visual/olfactory evidence of contamination was observed; therefore, soil samples were collected in the interval that represented the observed soil/groundwater interface and boring terminus. Collected one groundwater sample from temporary monitoring wells in each of the borings for laboratory analysis of RCRA Metals, VOCs, WI-GRO, and WI-DRO. Advanced one (1) push-probe soil boring to a depth of 5-feet BGS for soil vapor sampling purposes. No PID readings in excess of 10 ppm were observed at any interval in any of the four soil borings. No soil samples exceeded applicable NDDEQ Tier 1 Commercial/Industrial Worker – Surface Soil RBSLs. Cadmium was detected in excess of the NDDEQ Tier 1 Commercial/Industrial Worker – Domestic Use RBSLs in groundwater samples collected at TMW-1 and TMW-3. Cadmium occurs locally in high concentrations in the Northern Plains of the United States due to the prevalence of shale-derived soils (*Holmgren et al., 1993; Garrett, 1994; Hopkins et al., 1999*). Based on Site observations and elevated concentrations of elements in the region, these detections, although elevated, are likely indicative of background concentrations. No other groundwater sample detections exceeded the NDDEQ Tier 1 Commercial/Industrial Worker – Domestic Use RBSLs. No soil vapor sample detections exceeded NDDEQ Tier 1 Commercial/Industrial Worker – Indoor Air RBSLs. NDDEQ has not established Tier 1 Commercial/Industrial Worker – Soil Vapor RBSLs. Based on the results of the soil boring observations, field screening, and laboratory analyses that were conducted as part of this investigation, no evidence that the maintenance pit and associated trench drain and sump had resulted in a release to the subsurface was found, and no additional investigation was warranted. Based on elevated cadmium concentrations and other metal constituents detected in groundwater, it was recommended that the groundwater not be utilized for any future domestic uses without further investigation.
3. **Dates started and completed:** July 18, 2024 – August 13, 2024

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):** Jeff Melby, MN Professional Engineer with over 35 years of environmental consulting experience
5. **Client's company name, mailing address:** United Grain Corporation
6. **Client's contact person name, position title, telephone and fax numbers:** Mr. John Todd, Vice President of Operations, 360.816.1901, jtodd@unitedgrain.com

1. Project #2 title: Mayville Shuttle Loader/Bulk Plant Phase II ESA

2. Scope: Eight (8) push-probe soil borings were advanced to a depth of 20 feet below the ground surface (BGS) for soil sampling purposes. Two borings were located to investigate potential impacts from the historical bulk oil filling station located on the north-central portion of the Shuttle Loader property from at least 1941 through 1997. Two borings were located to investigate potential impacts from the historical coal shed located on the west-central portion of the Shuttle Loader property from at least 1914 through 1941. Three borings were located to investigate potential impacts from the historical bulk oil filling station located on the southern portion of the Shuttle Loader property from at least 1893 through 2024. One boring was located to investigate potential impacts from a Locomotive Shed located along a siding approximately 1,000-feet north of the Shuttle Loader property. Soil samples were collected continuously from the borings for characterization and headspace screening of volatile organic vapors with a Photoionization Detector (PID). One (1) shallow soil sample (0-2' BGS) was collected from each boring for laboratory analysis of polychlorinated biphenyls (PCBs), Gasoline Range Organics (GRO), Diesel Range Organics (DRO), volatile organic compounds (VOCs), polyaromatic hydrocarbons (PAHs), Resource Conservation and Recovery Act (RCRA) metals, and/or Herbicides and Pesticides. One (1) deeper soil sample (8-10' BGS) was collected from each boring for laboratory analysis of PCBs, GRO, DRO, VOCs, PAHs, RCRA metals, Herbicides and Pesticides. Temporary monitoring wells (TMWs) were installed in each boring to allow for collection of groundwater data and samples. Following installation of each TMW, a groundwater interface probe was utilized to obtain static groundwater levels at each TMW to assess well volume and groundwater flow direction. Utilizing a YSI meter to measure temperature, dissolved oxygen (DO), specific conductivity (SPC), pH, oxidation-reduction potential (ORP), and turbidity, three (3) well volumes were purged from each TMW prior to sampling. Utilizing low-flow sampling techniques, one (1) groundwater sample was collected from each TMW for laboratory analysis of GRO, DRO, VOCs, dissolved RCRA metals, PAHs, PCBs, Herbicides and Pesticides. Groundwater samples collected for RCRA metals analysis were field-filtered. Field observations indicated elevated PID readings at borings located in the vicinity of the historical bulk oil storage and filling station operations on the Shuttle Loader property, the boring located in the vicinity of the historical coal shed on the Shuttle Loader property, and the borings located in the vicinity of the former AST associated with the former Bulk Plant property. No soil samples detections exceeded applicable NDDEQ Tier 1 Commercial/Industrial Worker – Surface Soil RBSLs. Additionally, no pesticides/herbicides or PCBs were detected above applicable EPA RSLs. Groundwater samples collected at 5 TMWs indicated DRO and GRO in excess of the NDDEQ Tier 1 Commercial/Industrial Worker – Domestic Use RBSL. Naphthalene was also detected in excess of the NDDEQ Tier 1 Commercial/Industrial Worker – Domestic Use RBSL in two TMWs, as well as Benzene at two TMWs, and 1,2-Dichloroethane in one TMW. Based on the results of the soil boring observations, field screening, and laboratory analyses that were conducted it was concluded that historical petroleum storage and distribution operations at the Site impacted the subsurface. The release be reported to the NDDEQ and a Tier I Risk Evaluation be completed to pursue site closure from NDDEQ.

3. Dates started and completed: August 28, 2024 – November 15, 2024

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):** Jeff Melby, MN Professional Engineer with over 35 years of environmental consulting experience

5. **Client's company name, mailing address:** Client has requested confidentiality
 6. **Client's contact person name, position title, telephone and fax numbers:** Client has requested confidentiality
-
1. **Project #3 title:** Phase II Environmental Site Assessment, CSAH 204 between State Highway 55 & Taylor Road, Fort Snelling, Minnesota
 2. **Scope:** Advanced seven soil borings to equipment refusal on bedrock, encountered at depths of four (4) to fourteen (14) feet below the ground surface (BGS). Collected soil samples from the borings continuously for headspace screening per MPCA poly bag screening procedure. Collected eight (8) soil samples for laboratory analysis of diesel range organics (DRO), gasoline range organics (GRO), volatile organic compounds (VOCs), and Resource Conservation and Recovery Act (RCRA) 8 Metals (arsenic, barium, cadmium, chromium, mercury, lead, selenium, and silver). Collected one groundwater sample for laboratory analysis of DRO, GRO, and VOCs. Collected two (2) soil vapor samples from borings advanced to the depth of six (6) feet. The soil vapor samples were submitted for analysis of VOCs using EPA method TO-15. Based on the observations made during the soil borings and the laboratory results, much of the existing Site soil would likely meet the MPCA's criteria for off-Site reuse as unregulated fill if disturbed during future Site road construction. Although arsenic in two soil samples exceeded the screening SLV, it likely represents naturally occurring concentrations. Per MPCA Guidance Document c-rem1-01 (February 2012), Best Management Practices for the Off-Site Reuse of Unregulated Fill, *"Naturally occurring concentrations of some metals, such as arsenic, selenium, or copper, sometimes exceed the SRV or SLV. Such soils are not considered impacted in the absence of a contaminant source or other field or laboratory indications of contamination"*. PCE and TCE were the primary contaminants of concern identified in the investigation for VIC Site VP8020, located adjacent to the north of the CSAH corridor, and now occupied by a Boy Scouts of America Base Camp facility. As identified in the Pinnacle Phase I for the project Site, in 2017, Summit Envirosolutions prepared a Phase I for the Base Camp Property, 201 Bloomington Road, and determined that a Vapor Encroachment Condition (VEC), as defined by ASTM E2600-10, cannot be ruled out, due to previously detected petroleum and chlorinated solvents. Therefore, the previous contaminants identified at the 201 Bloomington Road property/VIC Site VP8020, would be a likely source of the PCE and TCE detected in two soil vapor sampling locations. Since there are no structures on or planned for the CSAH corridor, there is not a potential risk of vapor intrusion associated with the Hennepin County CSAH 204 project area.
 3. **Dates started and completed:** July 11, 2017, to November 16, 2017
 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):** Jeff Melby, MN Professional Engineer with over 35 years of environmental consulting experience
 5. **Client's company name, mailing address:** Hennepin County Public Works, Environmental & Energy Department, 701 4th Avenue South, Suite 700, Minneapolis, Minnesota 55415 Client has requested confidentiality
 6. **Client's contact person name, position title, telephone and fax numbers:** Briana Boos

Exhibit C

Remediation Services

1. **Project #1 title:** Diesel Fuel Remediation, Pepin, WI
2. **Scope:** An estimated 1,500 gallons of diesel fuel were released to sandy soils within 80 feet of Lake Pepin. Most of the fuel infiltrated ground and impacted the shallow water table resulting in an isolated area of light non-aqueous phase liquids (LNAPL). Within 50 days of the initial spill response, an investigation was completed, and corrective action initiated (air sparge/soil vapor extraction). The system operated for approximately 9 months and, along with natural attenuation and favorable site conditions, helped reduce impacts to soil by approximately 90%, removed LNAPL, and reduced impacts to groundwater in the source well to nearly non-detectable levels within 2 years. Lake Pepin was not impacted, and the site officially closed approximately two and half years after the spill occurred.
3. **Dates started and completed:** 01/13/2020 – 09/06/2022
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):** Paul Carter, MN Professional Geologist with over 30 years of environmental consulting experience
5. **Client's company name, mailing address:** Client has requested confidentiality
6. **Client's contact person name, position title, telephone and fax numbers:** Client has requested confidentiality

1. **Project #2 title:** Indeed Brewing/Former Johnson Paper & Supply
2. **Scope:** The contaminant of concern is limited to TCE, and that the Area of Concern where TCE exceeded the MPCA industrial 33x EISV is limited to the original/eastern portion of the building. A whole-building sub-slab depressurization system has been installed. Braun Intertec (Braun) collected eight sub-slab soil vapor samples on May 19, 2021, and compared the results to the MPCA industrial intrusion screening values (ISVs). The primary contaminant of concern identified was trichloroethene (TCE). However, the building was unoccupied at the time, so immediate mitigation was not required. The Pre-Mitigation Diagnostic testing was completed by Home Safety Solutions (HSS). The pre-mitigation diagnostic testing included the installation of two suction pits. To construct the suction pits, a 5-inch diameter hole was cut through the floor slab and approximately 1.0 ft³ of underlying soil was removed to create a void beneath the floor slab. A 4" PVC riser with a rubber seal was installed to a depth just below the bottom of the floor slab to complete the suction point installation. The building floor consists of poured concrete and was in fair condition. Crack sealing was completed by HSS, primarily at along the building perimeter, column joints, expansion joints, and several mid-slab cracks. The original structure is on the east side of the building and dates from at least the 1930's. Warehouse additions were completed on the west side of the building in the 1970s and 1980's, with an office addition on the north side of the original section also in the late 1970's. A total of 16 suction pits were installed in the building, including two in the office area, six in the original building, four in the 1970's (middle) addition and four in the 1980's (west) addition. The eight suction pits in the original building/office area are connected to one fan (East Zone), and the remaining eight suction pits in the two additions are connected to the second fan (West Zone). The suction pits are connected with 3" diameter PVC riser piping to 4" diameter manifolds to the roof-mounted fans. Seventeen post-mitigation diagnostic test points were utilized, ranging from 8 feet to 50 feet from the suction pits, including 6 test points, and 3 PFE points. Pressure readings from these points were measured with a digital micromanometer and recorded. The completed suction points were each fitted with three fans,

an AMG Force fan, a PB9 fan, and an HS2000 fan. The PFE measurements were made using a Dwyer Mark 3 manometer. Pinnacle installed eight vapor pins on March 7, 2022, to collect post-mitigation subslab samples. As part of the sampling, pressures were checked at each vapor pin location after subslab sample collection. The post-mitigation diagnostic testing confirmed the SSDS as constructed will provide sufficient PFE to the VI AOC by using 16 suction pits and two fans. Seven subslab samples were collected on March 7, 2022. One sample was not collected due to lack of pressure in the summa canister. Four 24-hour indoor air samples and one ambient air (OA-1) samples were collected on March 6-7, 2022, prior to the start of subslab sampling. Seven post-mitigation sub-slab soil vapor samples were collected on March 7, 2022 (heating season). The vapor intrusion risk criteria, 33X ISV, was exceeded for the primary contaminant of concern, TCE, in three subslab samples. No other VOCs detected in the subslab vapor samples exceeded 33x ISVs. Four indoor air samples and one outdoor air sample were collected on March 6-7, 2022, in six-liter summa canisters over an approximate 24-hour period. The indoor and outdoor air samples were collected in the breathing zone, approximately three-to four feet above the floor/ground surface. No VOCs exceeded the Commercial/Industrial ISVs.

3. **Dates started and completed:** May 19, 2021 - March 7, 2022
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):** Paul Carter, MN Professional Geologist with over 30 years of environmental consulting experience
5. **Client's company name, mailing address:** Indeed Brewing Company
6. **Client's contact person name, position title, telephone and fax numbers:** Tom Whisenand, Vice President, 612.237.9815, tom@indeedbrewing.com

1. **Project #3 title:** Eldridge Remedial Investigation
2. **Scope:** An October 2023 LSI results indicated impacts to soil and shallow groundwater exceed applicable RBSLs. With contamination present and the extent of contamination above RBSLs release undefined, additional data was required to fully define the horizontal and vertical extent of soil and groundwater contamination. In February 2024, Pinnacle completed a remedial investigation to further delineate the area of impacts and determine whether a contaminant plume is stable and/or attenuating. Pinnacle advanced six (6) hand auger (HA) soil borings both north and south of the tracks east of the October 2023 LSI area. Borings were advanced to four to six feet bgs. Recovered soil samples were field screened for organic vapors with a photoionization detector (PID) with a 10.6 eV bulb, using the polyethylene bag headspace method. Up to two (2) soil samples were collected from each boring (one representing the interval with the highest PID reading and/or one representing the boring terminus interval) and analyzed for Petroleum Volatile Organic Compounds (PVOC) and Total Petroleum Hydrocarbons (TPH) as diesel to evaluate the lateral and vertical extent of impacts to soil. Temporary monitoring wells were used to gain information on groundwater flow direction and as an initial view of groundwater quality. Five (5) hollow stem auger soil borings on both the north and south of the tracks at the Site. These borings were advanced to approximately 13 feet bgs and completed as monitoring wells. One (1) soil sample was collected from each boring representing the interval with the highest PID reading or the boring terminus. Soil samples were analyzed for PVOC and TPH as diesel. Composite soil samples were collected from 5 to 10 feet at select locations, and analyzed for grain size with hydrometer by ASTM Method D6913/D7928. The site soils screened by the monitoring wells are loams consisting of approximately 36 to 47 percent sand (and a few percent fine gravel), 33 to 38 percent silt, and 20 to 28 percent clay. In USCS terms, the soil is silty sand (SM) with clay. From Groundwater (Freeze & Cherry, 1979), the estimated hydraulic conductivity of silty

sand ranges from 1×10^{-1} to 1×10^{-5} cm/sec. Groundwater elevation was measured in the 5 monitoring wells in throughout 2024. In April and October 2024, ground water samples were collected. Prior to sampling, three well volumes of groundwater were purged from each MW using a peristaltic pump. A petroleum sheen was not observed in any of the purge water. One (1) groundwater sample was collected from each MW and analyzed for PVOC and TPH as diesel. Concentrations of benzene, naphthalene, trimethylbenzenes, and TPH as diesel exceeded RBSLs for domestic groundwater use at one well. Dissolved-phase petroleum hydrocarbons were not detected at or above analytical reporting limits in the perimeter wells. wells with 3-foot long, An initial site characterization was completed and results presented in an LSI report. Subsequently, a full SI was completed. The Conceptual Site Model (CSM) indicates that the diesel release resulted in limited impacts to soil and groundwater on the client's property. The risk from direct contact with impacted surface soil, vapor migration, and shallow impacted groundwater is very low. The extent of impacts to soil are limited to the near surface in the vicinity of the spill. No impacts to the wetlands located southwest and northwest of the site have been noted. In addition, natural biodegradation of petroleum hydrocarbons has and will continue to occur to attenuate residual impacts. These natural processes will result in decreasing concentrations of hydrocarbon impacts over time. Impacts to groundwater only exceed Tier I RBSLs at one location.

3. **Dates started and completed:** December 22, 2022 - ongoing
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):** Paul Carter, MN Professional Geologist with over 30 years of environmental consulting experience
5. **Client's company name, mailing address:** Client has requested confidentiality
6. **Client's contact person name, position title, telephone and fax numbers:** Client has requested confidentiality

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:

Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

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

Exhibit D1

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2025

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 Holmes Murphy/CSDZ, LLC 1601 Utica Ave S, Ste 700 10 West End St Louis Park MN 55416	CONTACT NAME: Joy Langer PHONE (A/C, No, Ext): 612-349-2449 E-MAIL ADDRESS: jlanger@holmesmurphy.com FAX (A/C, No):														
INSURED Pinnacle Engineering, Inc. 11541 95th Ave N Maple Grove MN 55369	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Admiral Insurance</td> <td>24856</td> </tr> <tr> <td>INSURER B : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Admiral Insurance	24856	INSURER B : Hanover Insurance Company	22292	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 1064996690**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contr Liab per <input checked="" type="checkbox"/> Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FEIECC1732011	8/23/2024	8/23/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AHXH436713	8/23/2024	8/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			FEIEXS2530506	8/23/2024	8/23/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WMXH436033	8/23/2024	8/23/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Architect & Engineer Prof Liab & Pollution Liab Claims-Made Form			FEIECC1732011	8/23/2024	8/23/2025	Each Claim Limit: \$5,000,000 Aggregate Limit: \$5,000,000

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

All Work Performed
 Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: The State of Minnesota, Project Owner and Others as required by written contract, per policy terms and conditions.
 Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.
 The policies listed above include an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

The State of Minnesota
 The Department of Administration
 Real Estate & Construction Services
 RECS.ConstructionCOI.ADM@state.mn.us

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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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

XXXXXX	Pinnacle Engineering, Inc.	MN Department of Administration
Vendor/Supplier ID	Business Name	Name of Contracting Agency
Jeff Melby	Senior Vice President	3/10/2025
Authorized Signatory Name	Title	Date
	jmelby@pineng.com	763.315.4501
Signature	Email	Phone

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

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.

Pinnacle Engineering, Inc.
Organization Name

Jeff Melby, Senior Vice President
Name and Title of Official Signing for Organization

By: 
Signature of Official

March 10, 2025

Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Pinnacle Engineering, Inc.

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

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the _____ 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:

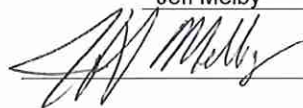
Pinnacle Engineering, Inc.

Print authorized representative
name:

Jeff Melby

Title: Senior Vice President

Authorized
signature:



Date
(mm/dd/yyyy): March 10, 2025

Notary Public

Subscribed and sworn to before me this:

10th day of March, 2025



Notary Public signature

01/31/2027

Commission expires (mm/dd/yyyy)

