

STATE OF MINNESOTA (REV 10/16/2013)

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

RECS Project ID.: N/A	Project Mgr.: Gordon Christofferson	Contract Specialist: Talia Landucci Owen RFP Event ID (if applicable): 2-9210
Project Name : Asbestos and Other Hazardous Material Remediation Design Master Contract		

Total Amount of Contract: N/A	Amount of Contract First FY:	Vendor Number: 0000205818
Category Code:	Category Code:	Category Code:
Account:	Account:	Account:
Amount: N/A	Amount:	Amount:

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

SWIFT Contract No: **T#19MHR/154989**

 Number/Date/Entry Initials

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

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

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

Contractor Name and Address: Legend Technical Services, Inc.
 88 Empire Drive
 St Paul, MN 55103-1855

Contract Execution Date: 04/03/2019
Contract End Date: 3/31/2024

(*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: Cheryl A Sykora
Contact Person Phone: 651.221.4085
Contact Person Fax: 651.642.1239
Contact Person Email: csykora@legend-group.com

Professional and Technical Services Master Contract

State of Minnesota

SWIFT Contract No.: 00000000000000000000154989

T-Number: 19MHR

This master contract is between the **State of Minnesota, acting through its Commissioner of Administration** ("State") and **Legend Technical Services, Inc., 88 Empire Drive, St Paul, MN 55103-1855** ("Consultant").

Recitals

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

Master Contract

1 Term of Master Contract

- 1.1 **Effective Date:** The date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.
The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.
- 1.2 **Work Order Contracts.** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.
- 1.3 **Expiration Date: March 31, 2024.**
- 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

2 Scope of Work

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

The Scope of Work for this master contract may include one or all of the following as described. A complete detailed description of required work will be furnished in each work order contract issued.

- Site inspections to develop proposals for design.
- Remediation drawings, specifications, and public bidding.
- Emergency response process.
- Project management, construction administration, and final project report.
- Other related services

Asbestos and other hazardous material abatement projects have three stages of services: remediation design, industrial hygiene services and abatement work. The remediation designer, the industrial hygiene services consultant, and the abatement contractor will be three different entities on

a given project. The State reserves the right to use the same Responder for design and industrial hygiene services when it is in the best interest of the State.

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

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

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services satisfactorily performed by the Consultant 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 Consultant's fee schedule attached as **Exhibit B** and incorporated into this agreement. The Consultant may revise its fee schedule **once a year after April 1, 2020**. 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 an amendment to this Agreement is fully executed.

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

If included in hourly rates, travel and subsistence expenses actually and necessarily incurred by the Consultant as a result of any work order contract will be in same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. 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. If during the course of the work, it is determined that subconsultant(s) are needed, their costs, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost.

4.2. Payment

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

5 Conditions of Payment

All services provided by the Contractor under a work order contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative

and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives and Project Managers

The State's Authorized Representative for this master contract is **Talia Landucci Owen, Contracts Specialist, 651.201.2372** or **Gordon Christofferson, Project Operations Manager, 651.201.2380**, or his/her successor, and has the responsibility to monitor the Consultant's performance.

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

The Consultant's Authorized Representative is **Cheryl A Sykora, 651.221.4085**. 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 Contractor may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.

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

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

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

8 Indemnification

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

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

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

9 State Audits

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

10 Government Data Practices and Intellectual Property

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

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

10.2. **Intellectual Property Rights**

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

(B) **Obligations**

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

2. **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in

the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

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

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

11.1 Covered Contracts and Contractors. If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

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

11.3 Minnesota Rule Parts 5000.3400-5000.3600.

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

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

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

Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- (D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statute§ 363A.36 and Minnesota RuleParts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

12 **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.

13 **Publicity and Endorsement**

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

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

14 **Governing Law, Jurisdiction, and Venue**

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

15 **Payment to Subcontractors**

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

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

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials,

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

17 Termination

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

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

18 Data Disclosure

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

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

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

20 Schedule of Exhibits

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

- Exhibit A: Sample Work Order
- Exhibit B: Fee Schedule
- Exhibit C: Consultant's Qualifications
- Exhibit D1: State Insurance Requirements
- Exhibit E: Affirmative Action Certification
- Exhibit F: Certification Regarding Lobbying
- Exhibit G: Not Used
- Exhibit H: Not Used
- Exhibit I: Affidavit of Noncollusion

Distribution:
 Contractor
 Agency
 State's Authorized Representative

Signatures

Document Signature Details -- External User

Order	Ext. User	Status	Actual Singer	Name	Title	Date/Time
1	VN0000205818_3	Signed	VN0000205818_3	CHERYL SYKORA	EXTERNAL	04/01/2019 at 03:21 PM

Document Signature Details -- Internal Users

Order	Type	Role/User	Status	Actual Signer	Name	Title	Date/Time
1	User ID	00701468	Signed	00701468	Julie C. Ouradnik	Accounting Tech	April 01, 2019 at 03:26 PM
2	User ID	00831050	Signed	00831050	Wayne J Waslaski	Senior Director	April 02, 2019 at 11:33 AM
3	Role	M_FS_WF_SC_DOC_SIGNER_03	Signed	01131551	Sara E Freedland	MMD P/T Dept of Admin Signer	April 03, 2019 at 02:12 PM

Exhibit A

SAMPLE STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its _____ ("State") and _____ ("Consultant"). 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.

Work Order Contract

1 Term of Contract

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

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

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

2 Contractor's Duties

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

3 Consideration and Payment

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

- a. **Compensation.** The Contractor will be paid _____
- b. **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed \$ _____
- c. **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed \$ _____

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

4 Project Managers

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

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

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.

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

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State,

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

SIGNATURES AS REQUIRED BY THE STATE.



**EXHIBIT B
STATE OF MINNESOTA
REAL ESTATE AND CONSTRUCTION SERVICES
PROFESSIONAL SERVICES OF ASBESTOS AND OTHER HAZARDOUS MATERIAL REMEDIATION
DESIGNERS**

2019 SCHEDULE

PROJECT DESIGN

Category	Applicable Personnel	Regular Rate	Sunday and Holiday Rate
Certified MN Asbestos Designer	Keith Giorgi, Mark Waltz	\$97.00 per hour	\$105.00 per hour
Certified MN Lead Designer	Mark Waltz	\$97.00 per hour	\$105.00 per hour
Microbial Remediation Designer	Keith Giorgi, Mark Waltz	\$97.00 per hour	\$105.00 per hour
Miscellaneous Remediation Designer (mercury flooring, contaminated areas, etc)	Keith Giorgi	\$97.00 per hour	\$105.00 per hour
Draftsman	Patti Roettger	\$70.00 per hour	\$77.00 per hour
Field Staff (MN asbestos inspectors, MN lead risk assessors)	Cynthia Widlund, Patti Roettger, Ethan Streifel, Mike Molstre, Todd Giorgi, Jesse Molstre, Keith Giorgi, Corey Campbell	\$80.00 per hour	\$88.00 per hour
MN asbestos/contractor supervisors with asbestos registry)	Cynthia Widlund, Patti Roettger, Ethan Streifel, Mike Molstre, Todd Giorgi, Jesse Molstre, Keith Giorgi, Corey Campbell	\$85.00 per hour	\$93.00 per hour

Hourly fees include any travel expenses including mileage and meal and hotel per diems

Asbestos bulk samples are analyzed in LEGEND’s NIST NVLAP accredited laboratory. Personnel performing asbestos PCM air sample analysis are enrolled and are proficient in the AIHA asbestos registry. LEGEND has a laboratory in Phoenix, AZ that is AIHA EMLAB accredited for microbial analysis. LEGEND St Paul laboratory is A2LA accredited under Title X for lead paint, wipe, soil analysis.

LEGEND subcontracts asbestos TEM analysis to AMA who is NIST NVLAP accredited for asbestos TEM air sample analysis.

Any subcontracted laboratory fees will receive prior approval and billed at cost. The State of MN fee schedule for IH services already has fees for in house laboratory work.

Exhibit C - Qualifications Proposal

State of Minnesota

Real Estate and Construction Services (State)

Qualifications and General Requirements Information

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

1.0 Project Information

Provide State's project number, project name, and location of the project for which this form is being submitted.

- a. Project Name (from RFP): Event ID G0211-2000009210 Professional Services of Asbestos and Other Hazardous Material Remediation Designers, state-wide Minnesota

2.0 Responding Firms Information

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

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

- a. Responder's Legal Name & Address (include 9 digit zip code): Legend Technical Services, Inc., 88 Empire Drive, St Paul, MN 55103-1855
- b. County of responder's location: Ramsey
- c. Responder's State Vendor Number: 1334595
- d. Date firm was established: July, 1991
 - DATE FIRM STARTED TO PROVIDE ASBESTOS REMEDIATION DESIGN SERVICES: July, 1991
 - % OF RESPONDER'S TOTAL BUSINESS FOR EACH OF THE FOLLOWING REMEDIATION DESIGN SERVICES:
 - ASBESTOS REMEDIATION DESIGN: >51%
 - MOLD REMEDIATION DESIGN: 10 %
 - DUCT CLEANING DESIGN: <5 %
 - LEAD REMEDIATION DESIGN: <5 %
 - OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN: 10% - includes mercury, regulated materials, other miscel.

- e. Name, title & telephone number person signing proposal (see section 10.0): Cheryl A Sykora, President, 651-221-4085
- f. Responder's (contact) telephone number: 651-221-4085
- g. Responder's Fax Number: 651-642-1239
- h. Responder's Email Address: csykora@legend-group.com

3.0 Responding Firms Interest and Availability

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

- a. Responder's statement of interest to perform the services as indicated in the RFP: LEGEND provides similar services to MNSCU and other non-state clients and has qualified staff to perform these services as per contract requirements. LEGEND already performs other IH related services to the Dept of Admin under the IH contract and is interested in performing design services for the Dept of Admin.
- b. Responder's statement on availability to start work promptly upon execution of contract and to promptly deliver services: LEGEND has the available certified staff to start work immediately when awarded a Contract.

4.0 Subconsultants Proposed for this Project

If Responder intends to use outside (as opposed to in-house) consultants, provide name(s) and address(es) of all such firm(s) and name of principal person(s), as well as the particular areas of technical/professional expertise, as it relates to this project. Previous working relationships should be noted. Fill out below for each subconsultant proposed for this project. Add additional pages if necessary.

Firm name & address	Name of Person Assigned to Project and Specialty for this Project, Registration Number, if applicable (Structural, HVAC, Plumbing, Electrical, Fire Protection, Telecommunications, Environmental Etc.)	Has firm worked with responder before? (yes or no)
NA – no subcontractors on environmental work		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/>

5.0 List the name of at least one employee who has a current license issued by Minnesota Department of Health (MDH) to perform asbestos remediation design services. Keith Giorgi, Mark Waltz

6.0 Responder's primary business is asbestos remediation design and/or other hazardous materials: Yes No

6a. Responder has attached a certified financial statement that provides evidence that the Responder's primary business is at least 51% asbestos remediation design services. Primary business means 51% of business is asbestos remediation design services. (Asbestos Remediation designers employed by asbestos and/or other hazardous material abatement contractors or who work primarily for such contractors are not eligible to respond to this RFP.) Yes No

OR

6b. In lieu of certified financial statements, a notarized letter signed by an officer of the company is acceptable and is attached. The letter must indicate that a minimum of 51% of the company's income is derived from performing asbestos remediation design services and the company will provide financial records to substantiate the percentage should the State of Minnesota request the records. Yes No

(Responder must be able to answer "Yes" to item 6. And "Yes" to either 6a. or 6b., as this is a pass/fail requirement.)

7.0 Responder is not an asbestos remediation designer employed by asbestos and/or other hazardous material abatement contractors or who works primarily for such contractors: Yes (correct statement) No (incorrect statement)

(Responder must be able to answer "Yes (Correct statement)" as this is a pass/fail requirement.)

8.0 Qualifications

List project experience for each category listed below. Work performed by other segments of the firm not located within the confines of the office submitting this application, or work completed by individuals while employed with other firms, should not be listed.

Complete this section for each employee identified in item 4.0. above. Licensed employees must have completed at least 10 asbestos remediation design projects during the period of January 1, 2015 to December 31, 2018. List completed projects. Prime consideration will be given to projects that illustrate responder's capability for performing work similar to that described in this RFP. Add additional pages if more space is needed.

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total abatement or remediation contract amount	Project represents experience in:
Carleton College, Steam Tunnels, Martha Larson, Mgr of Campus Energy &	Keith Giorgi	10/2018	\$44,500	Pre-renovation asbestos abatement design and project management

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total abatement or remediation contract amount	Project represents experience in:
Sustainability, 507-222-7893, mlarson@carleton.edu				
MN Medical Univ, former Gaylord School; Mick Montag, Proj Mgr, 507-381-1312, mdmontag@hickorytech.net	Keith Giorgi and Todd Giorgi	08/2018	\$139,680	Pre-renovation asbestos and regulated material/waste abatement design and project management
MN State University-Mankato, McElroy E & F Wings, Chandler Holland, Dir. Env Health, Safety & Risk Mgmt, 507-389-5568, chandler.holland@mnsu.edu	Keith Giorgi	08/2018	\$59,683	Pre-renovation asbestos abatement design and project management
MN State University-Mankato, Centennial Mech Rm, Chandler Holland, Dir. Env Health, Safety & Risk Mgmt, 507-389-5568, chandler.holland@mnsu.edu	Keith Giorgi	02/2018	\$138,600	Pre-renovation asbestos abatement design and project management
Normandale Community College, Exterior Courtyard Waterproofing, Patrick Buhl, Assoc. VP of Op, 952-358-8595, Patrick.buhl@normandale.edu	Keith Giorgi	07/2018	\$169,000	Pre-renovation asbestos abatement design and project management
Hibbing Community College, Building L, Karen Kedrowski, VP of Finance & Admin, 218-312-1511, kkedrowski@nhed.edu	Keith Giorgi	11/2017	\$86,352	Pre-renovation asbestos abatement design and Project management
Carleton College, Mudd Science Bldg, Roger Wolff, Owner's Proj. Mgr, 612-963-5028, rwolff@pegasusgrp.net	Keith Giorgi and Todd Giorgi	02/2017	\$219,811	Pre-demolition asbestos and regulated material/waste abatement design and project management
Maple River Public Schools, Amboy School, Chandler Holland, Owner's project mgr, 507-381-1618, hollandsolutionscompany@gmail.com	Keith Giorgi	10/2016	\$210,737	Pre-demolition asbestos and regulated material/waste abatement design and project management
St Cloud State University, Shoemaker Hall, Larry Blaiser, Facilities Const Coord., 320-328-4712, ljbaeser@stcloudstate.edu	Keith Giorgi and Todd Giorgi	02/2015	\$29,600	Pre-renovation asbestos abatement design and project management

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total abatement or remediation contract amount	Project represents experience in:
Alexandria Technical College, Boiler Rm, Dave Bjelland, CFO, 320-762-4407, davidb@alextech.edu	Keith Giorgi	01/2015	\$23,950	Pre-renovation asbestos and lead based paint abatement design and project management
Bemidji State Univ, Decker Hall, Travis Barnes, Physical plant dir, 218-755-3988, travis.barnes@bemidjistate.edu	Mark Waltz	05/2015	\$44,883	Pre-renovation Asbestos abatement design and project management
Bemidji State Univ, Oak Hall C Wing, Travis Barnes, Physiccal plant dir, 218-755-3988, travis.barnes@bemidjistate.edu	Mark Waltz	04/2018	\$83,000	Pre-renovation Asbestos abatement design and Project management
MN State Univ – Moorhead, Bridges Hall, Jeff Goebel, facilities mgr, 701-477-2069 no longer with MSUM - replacement is Brenda Norris – Brenda.norris@mnstate.edu	Mark Waltz	01/2015	\$3,880	Pre-renovation asbestos abatement design and project management
MN State Univ – Moorhead, South Snarr Hall, Heather Phillips, Dir of housing & resid life, 218-477-2118, phillipshe@mnstate.edu	Mark Waltz	06/2016	\$65,700	Pre-renovation asbestos abatement design and project management
Little Falls HRA, Pine Grove Manor, Ron Jasmer, Architect WSN, 701-795-1975, ron.jasmer@wsn.us.com	Mark Waltz	01/2017 – phase 1 06/2017 – phase 2 02/2018 – phase 3 07/2018 – phase 4 11/2018 – phase 5	\$4,300, \$5,520, \$8,240, \$8,670, \$18,540	Each phase had its own stand alone pre-renovation asbestos abatement specification
MN State Univ – Moorhead, Nelson Hall, Heather Phillips, Dir of housing & resid	Mark Waltz	04/2018	\$131,775.00	Pre-renovation asbestos abatement specification

Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)	List team members (proposed for this project) , cited in section 5 above, that worked on the project	Actual final completion date month/year	Total abatement or remediation contract amount	Project represents experience in:
life, 218-477-2118, phillipshe@mnstate.edu				
Kilbourne Group, Black Bldg, Fargo, ND, Mark Johnson, 701-237-2279, mark@kilbournegroup.com	Mark Waltz	04/2017	\$50,435	Pre-renovation design for asbestos abatement and project management
Bemidji State University, Bangsberg/Benson/Clark, Travis Barnes, Physical Plt Dir, 218-755-3988, travis.barnes@bemidjistate.edu	Mark Waltz	12/2018	\$45,360	Pre-demolition design for asbestos abatement and project management
MN State Univ – Moorhead, East Snarr Hall, Heather Phillips, Dir of housing & resid life, 218-477-2118, phillipshe@mnstate.edu	Mark Waltz	04/2017	\$182,000	Pre-renovation design for asbestos abatement and project management
Kilbourne Group, American Legion Bldg, Fargo, ND, Mark Johnson, 701-237-2279, mark@kilbournegroup.com	Mark Waltz	04/2017	\$38,690	Pre-renovation design for asbestos abatement and project management

9.0 Resumes of Key Personnel

Provide brief resumes of key personnel expected to participate on this project. Limit resumes to only those personnel and specialists who will have major project responsibilities. Work completed while employed with other firm(s) may be included as long as firm name and location is identified. Add additional pages if necessary.

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
Keith Giorgi - Mgr St Paul IH	Remediation Designer	Legend Technical Services, Inc.	27.5	NA	BS/1990/ Mechanical Engineering	1993/MN Certified Asbestos Designer AD2213/	Keith initially started as an IH performing observations during remediation activities; he moved from there into designing remediation projects for a variety of different building types; occupancy scenerios including 24/7 occupied medical facilities; and buildings with selective

Name and title	Project assignment	Name of firm with which associated	Years' experience with this firm	Years' experience with other firms	Education: degree(s) / year / specification	Active registration: year first registered / discipline	Experience and qualifications relevant to the proposed project
						2000/MN licensed Lead risk assessor LR231	and full demolition. Keith has more than 20 years working in state owned buildings for MNSCU designing remediations for their variety of buildings.
Todd Giorgi - Industrial Hygienist	Remediation Designer	Legend Technical Services, Inc.	26	NA	AS/1991/Water Resource Technology	1996/MN Certified Asbestos Designer AD2269 2008/MN licensed Lead Risk Assessor LR3097	Todd initially started as an IH performing observations during remediation activities; moved to designing remediation activities for a variety of clients including several of the MNSCU campuses. Buildings include
Mark Waltz - Mgr Fargo Office	Remediation Designer	Legend Technical Services, Inc.	22	8	BS/1981/ Chemistry	2003/Certified Lead Designer LD342 2006/Certified Asbestos Designer /AD1723	Mark worked for Twin City Testing early in his career doing some industrial hygiene and subsurface environmental consulting work. Mark has been with LEGEND since 1997 and worked on the Grand Forks Flood assessing buildings and designing microbial remediations. Mark designs both asbestos and lead remediations.

10.0 Approach, Methodology and Work Plan

Describe your understanding of the Project. Responder should include their approach, methodology, work plan including schedule with milestone dates. Discuss the significant issue(s) to be addressed and your specific approach to the planning, design and construction process: At LEGEND we think each project has unique challenges that need to be addressed at the initial stages. Some projects are driven by catastrophic events such as weather and fire and are typically fast tracked; others are driven by renovations which must first be substantially understood before impact to existing hazardous/regulated materials can be determined if only materials being impacted are to be addressed; some are driven by planned demolitions and require removal and clearance prior to allowing other trades into the building for salvaging, etc. The challenges are to identify the work scope in a clear manner to allow a contractor to accurately bid a project without incurring change orders within an agreed upon time schedule using procedures that do not endanger the workers or building occupants. Situations vary. In some cases the remediation is a stand alone design with its own set of drawings and text specifications and its own contract and the work is coordinated with other trades. In other cases, drawings and text specifications are provided in the project supplied

format and the remediation work is done as part of the overall construction under a single general contract. LEGEND has worked under both of these scenarios and is flexible. LEGEND works under the time schedule determined for the project. Drawings are created in CAD and specifications follow CSI format.

11.0 Unique Qualifications

Summarize your team's unique qualifications for this Project and include any specialized or technical certifications that your firm or members of your firm may have: LEGEND has a very seasoned staff that came up through the ranks initially doing regulated materials surveys and performing air monitoring during remediation activities. A good design requires a good initial survey to identify the work scope and knowledge of how the remediation work is most efficiently done to design a cost effective approach to complete the task at hand. Even when provided an existing survey, LEGEND verifies the scope and double checks drawings to verify accuracy. A good design minimizes changes in work scope later. Our projects rarely have changes in work scope because of "missed" items. LEGEND is noted for high quality surveys and designs. LEGEND is also used to work with the state of MN systems through work with MNSCU. LEGEND has a staff of personnel with the appropriate MN certifications and other qualifications including certified safety professionals and certified industrial hygienists to handle some of the more unique materials that might be encountered. LEGEND was involved in remediations related to the 1997 Grand Forks flood where university buildings, residences, commercial buildings, and schools were impacted by flood waters and had the opportunity to observe remediation activities long term to verify procedures worked. LEGEND has also been involved in mercury flooring removal, duct evaluations and cleaning related to bird illness organisms, and other unique problems that are only occasionally encountered.

12.0 Eligibility Requirements

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

- c. I have read and agree to the State's Standard Master Contract/Master Contract Work Order: Yes No
- d. A Certificate of insurance will be provided in accordance with State's Standard Master Contract/Master Contract Work Order, if awarded project Yes No
- e. A signed Affidavit of Non-collusion is attached. Yes No
- f. A completed and signed Workforce Certificate is included with this proposal, if applicable: Yes No N/A
- g. Foreign outsourcing will will not be involved in the delivery of contract services.

13.0 Authorized Signature

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

- h. Typed name of authorized signor: Cheryl A Sykora
- i. Typed title of authorized signor: President

- j. Authorized signature(signature of person identified in Section 2) 
- k. Date Signed: 3/4/19
- l. Registration Number*:Not Applicable to regulated materials design; Each person has their own certification number.
*State registration/license number for the practices of professional engineering, architecture, land surveying, landscape architecture, geoscience, or use of title for certified interior design assigned by the State Registration Board (<http://mn.gov/aelslag/roster.html>).
- m. Person signing is (select from dropdown): corporate officer**
**provide copy of corporate resolution or by-laws
- n. Firm is registered in Minnesota as a (selection from dropdown list): Corporation, if other, explain
- o. MN Tax ID Number:1334595
- p. FED Tax ID Number:41-1698058
- q. MN Vendor Number (required for contract):08680401200

END OF EXHIBIT C

LEGEND

Technical Services, Inc.

EXHIBIT C - 6b

March 4, 2019

SUBJECT: ASBESTOS REMEDIATION DESIGN SERVICES AFFIDAVIT

51% of Legend Technical Services, Inc. industrial hygiene business is related to remediation specifically remediation design and the management of the design.

Legend Technical Services, Inc. will provide financial records indicating 51% of industrial hygiene sales are related to asbestos management and specifically remediation design services.

AUTHORIZED SIGNATURE

Responder's Firm Name – LEGEND TECHNICAL SERVICES, INC

Authorized Company Officer and Title – Cheryl A Sykora – President

Authorized Signature



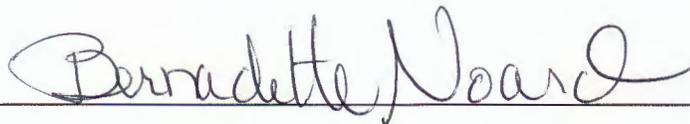
Date

3/4/19

Notary Public

Subscribed and sworn to before me this:

4th day of March 2019



Notary Public Signature

01/31/2022

Commission expires (mm/dd/yyyy)

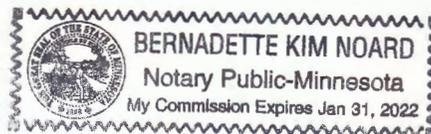


Exhibit D1
PROFESSIONAL/TECHNICAL CONTRACTS
GENERAL INSURANCE REQUIRMENTS

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, to the extent permitted by law

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 [EXCLUDED]

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

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

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

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.

Exhibit E

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Required by state law for ALL bids or proposals that could exceed \$100,000

Complete this form and return it with your bid or proposal. The State of Minnesota is under no obligation to delay proceeding with a contract until a company becomes compliant with the Workforce Certification requirements in Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed more than 40 full-time employees WITHIN MINNESOTA on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on _____ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company: Legend Technical Services, Inc. Date February 25, 2019
Authorized Signature: *Cheryl Sykora* Telephone number: 651-221-4085
Printed Name and Title: Cheryl A Sykora, President Email: CSykora@legend-group.com

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

Email: compliance.mdhr@state.mn.us

TC Metro: 651-539-1095

Toll Free: 800-657-3704

TTY: 651-296-1283

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.

Legend Technical Services, Inc

Organization Name

Cheryl A Sykora, President

Name and Title of Official Signing for Organization

By: Cheryl Sykora
Signature of Official

February 25, 2019

Date

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Legend Technical Services, Inc.

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

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

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

Authorized Signature

Responder's firm name: Legend Technical Services, Inc.

Print authorized representative name: Cheryl A Sykora

Title: President

Authorized signature: *Cheryl A Sykora*

Date (mm/dd/yyyy): 3/4/19

Notary Public

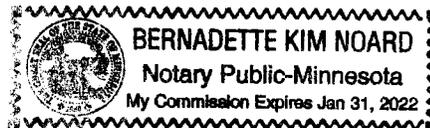
Subscribed and sworn to before me this:

4th day of March 2019

Bernadette Noard
Notary Public signature

03/04/2019

Commission expires (mm/dd/yyyy)



April 7, 2017

Ms. Cheryl Sykora
LEGEND TECHNICAL SERVICES
88 Empire Drive
St. Paul, MN 55103

Dear Ms. Sykora:

Your recertification for continued participation in the Minnesota Small Business Procurement Program has been approved. Your business will continue to be listed in the directory of certified businesses as shown below. Your company was recertified on 04/07/2017.

LEGEND TECHNICAL SERVICES
88 Empire Drive
St. Paul, MN 55103
State Vendor Number: 0000205818

Woman Owned Business (W)
Cheryl Sykora
Phone: (651) 642-1150
Fax: (651) 642-1239

Industrial Hygiene Services, Asbestos Surveys, Asbestos Air Monitoring, Asbestos Abatement Design, Asbestos Testing, Air Quality Testing, Hazardous Materials Surveys, Hazardous Materials Demolition Inspections, Water Quality Testing, Lead Testing, PCB and Pesticide Testing, Microbiology Testing & Analytical Laboratory Services, Health and Safety Consulting, HVAC Commissioning, Investigative Chemistry, Environmental Laboratory Testing, Analytical Testing, Mining Analytical Testing and Support, Industrial Sands Testing.
Website: www.legend-group.com NAICS Codes: 541380, 541620

You are required to notify this office in writing of any and all changes in your business which could affect your eligibility for this program within thirty days of such change. Please also notify this office of any changes in address, telephone number, product line or services, etc. Your certification is valid until rescinded by this office. You may be asked to verify and update information on file at any time.

If you have any questions or need assistance regarding the Administration Department Small Business Procurement Program, please feel free to call me at 651.201.2430.

Sincerely,



Tammy Gaglioti
Vendor Specialist
Customer & Vendor Services
Minnesota Small Business Procurement Program