**STATE OF MINNESOTA (REV 10/16/2013)**

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

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**Project Name:** Asbestos and Other Hazardous Material Remediation Design Master Contract

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**SWIFT Contract No:** T#19MHR/154984

**SWIFT Order:** ________________________- 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:** Terracon Consultants, Inc. 13400 15th Ave N Minneapolis, MN 55441-4532

**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:** Kenneth P. Olson

**Contact Person Phone:** 763.489.3130

**Contact Person Fax:** 763.489.3101

**Contact Person Email:** Ken.olson@terracon.com
This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Terracon Consultants, Inc., 13400 15th Ave N, Minneapolis, MN 55441-4532 ("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.


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:

- 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 Kenneth P. Olson, 763.489.3130. 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 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 Statutes Section 363A.36 and Minnesota Rules Parts 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 Statutes § 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 Statutes § 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**

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<td>Accounting Tech</td>
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<td>Sara E Freedland</td>
<td>MMD P/T Dept of Admin Signer</td>
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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/EverifySubCertForm.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.
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<td>$95</td>
</tr>
<tr>
<td>Mike Graber</td>
<td>Field Scientist</td>
<td>$85</td>
</tr>
<tr>
<td>Collin Barker</td>
<td>Field Scientist</td>
<td>$80</td>
</tr>
<tr>
<td>Tyler Pederstruen</td>
<td>Field Scientist</td>
<td>$75</td>
</tr>
</tbody>
</table>
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): Professional Services of Asbestos and Other Hazardous Material Remediation Designers

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): Terracon Consultants, Inc.; 13400 15th Avenue N; Minneapolis, MN 55441-4532
   b. County of responder’s location: Hennepin
   c. Responder’s State Vendor Number: VN0000238693_8
   d. Date firm was established: 1965 (Terracon); 1988 (MN Operation)

   • DATE FIRM STARTED TO PROVIDE ASBESTOS REMEDIATION DESIGN SERVICES: 1995
   • % OF RESPONDER’S TOTAL BUSINESS FOR EACH OF THE FOLLOWING REMEDIATION DESIGN SERVICES:

      - ASBESTOS REMEDIATION DESIGN: 84% %
      - MOLD REMEDIATION DESIGN: 5% %
      - DUCT CLEANING DESIGN: 3 %
      - LEAD REMEDIATION DESIGN: 5% %
      - OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN: 3% %
e. Name, title & telephone number person signing proposal (see section 10.0): Kenneth P. Olson, Principal
f. Responder’s (contact) telephone number: 763-489-3130
g. Responder’s Fax Number: 763-489-3101
h. Responder’s Email Address: ken.olson@terracon.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: Terracon is very interested in being selected for this designer contract and continue our service to the State of Minnesota and the associated entities using this contracting vehicle.

b. Responder’s statement on availability to start work promptly upon execution of contract and to promptly deliver services: Terracon is prepared to commence work on any engagement we are authorized to proceed on and commit to complete our services in a timely manner, meeting the scheduling needs of the contracting entity.

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.

<table>
<thead>
<tr>
<th>Firm name &amp; address</th>
<th>Name of Person Assigned to Project and Specialty for this Project, Registration Number, if applicable (Structural, HVAC, Plumbing, Electrical, Fire Protection, Telecommunications, Environmental Etc.)</th>
<th>Has firm worked with responder before? (yes or no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NONE</td>
<td></td>
<td>Yes [ ] No [ ]</td>
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<td>Yes [ ] No [ ]</td>
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<td>Yes [ ] No [ ]</td>
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<td>Yes [ ] No [ ]</td>
</tr>
</tbody>
</table>

05/18/2016 – Exhibit C-Qualifications Proposal
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. Mike Willey, Manager of Building Services Group

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.

<table>
<thead>
<tr>
<th>Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)</th>
<th>List team members (proposed for this project), cited in section 5 above, that worked on the project</th>
<th>Actual final completion date month/year</th>
<th>Total abatement or remediation contract amount</th>
<th>Project represents experience in:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Military Affairs-Wadena MN NGA (Project No. 16102)-Design for</td>
<td>Mike Willey, Steve Carlson, Collin Barker, Scott Budahn</td>
<td>July, 2018</td>
<td>$13,746</td>
<td>Abatement design and oversight of contractor.</td>
</tr>
<tr>
<td>Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)</td>
<td>List team members (proposed for this project), cited in section 5 above, that worked on the project</td>
<td>Actual final completion date month/year</td>
<td>Total abatement or remediation contract amount</td>
<td>Project represents experience in:</td>
</tr>
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<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Abatement; Mark Erickson, Environmental Program Administrator; 320-616-2625; <a href="mailto:mark.a.erickson53.nfg@mail.mil">mark.a.erickson53.nfg@mail.mil</a></td>
<td>Mike Wylie, Steve Carlson, Scott Budahn, Mike Graber, Tyler Pederstuen</td>
<td>December, 2018</td>
<td>$18,956</td>
<td>Abatement design and oversight of contractor.</td>
</tr>
<tr>
<td>Ryan 1003-Rochester Wells Fargo-Design Plan and Oversight; Steven Banovetz, Environmental Specialist; 612-492-4873; <a href="mailto:Steven.Banovetz@RyanCompanies.com">Steven.Banovetz@RyanCompanies.com</a></td>
<td>Mike Wylie, Steve Carlson, Collin Barker, Tyler Pederstuen</td>
<td>March, 2018</td>
<td>$8,775</td>
<td>Abatement design, bidding, oversight of contractor with air monitoring.</td>
</tr>
<tr>
<td>Elion-Suburban World Theater-Asbestos Abatement Bid Mgmt and Air Monitoring; Michael Stellino, Managing Director of Development; 305-933-3538; <a href="mailto:mjs@elionpartners.com">mjs@elionpartners.com</a></td>
<td>Mike Wylie, Steve Carlson, Mike Graber, Scott Budahn, Tyler Pederstuen</td>
<td>March, 2018</td>
<td>$22,027</td>
<td>ACM/reg material testing, Abatement design, oversight of contractor.</td>
</tr>
<tr>
<td>Weidner-Sons of Norway-Asbestos/Regulated Materials Services; Kyran Hynes, Acquisitions &amp; Land Development Director; 425-821-3844; <a href="mailto:kyran@weidner.com">kyran@weidner.com</a></td>
<td>Mike Wylie, Mike Graber, Collin Barker</td>
<td>August, 2017</td>
<td>$3,910</td>
<td>ACM abatement design.</td>
</tr>
<tr>
<td>State of MN RECS Perpich Center-Asbestos Abatement (Hallway and Room 130); Paul Gannon, SPA Coordinator; 651-201-2396; <a href="mailto:paul.gannon@state.mn.us">paul.gannon@state.mn.us</a></td>
<td>Mike Wylie, Mike Graber, Collin Barker</td>
<td>June, 2018</td>
<td>$9,470</td>
<td>Abatement design and oversight of contractor.</td>
</tr>
<tr>
<td>Dept of Military Affairs - Detroit Lakes National Guard Armory - Asbestos Abatement Design; Mark Erickson, Environmental Program Administrator; 320-616-2625; <a href="mailto:mark.a.erickson53.nfg@mail.mil">mark.a.erickson53.nfg@mail.mil</a></td>
<td>Mike Wylie, Steve Carlson</td>
<td>March, 2016</td>
<td>$7,837</td>
<td>Mold assessment, abatement design and post abatement inspection.</td>
</tr>
<tr>
<td>Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)</td>
<td>List team members (proposed for this project), cited in section 5 above, that worked on the project</td>
<td>Actual final completion date month/year</td>
<td>Total abatement or remediation contract amount</td>
<td>Project represents experience in:</td>
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</tr>
<tr>
<td>Department of Military Affairs - Air Monitoring Services for Lead Dust Abatement Camp Ripley; Mark Erickson, Environmental Program Administrator; 320-616-2625; <a href="mailto:mark.a.erickson53.nfg@mail.mil">mark.a.erickson53.nfg@mail.mil</a></td>
<td>Mike Willey, Mike Graber</td>
<td>November, 2018</td>
<td>$6,828</td>
<td>Lead abatement monitoring.</td>
</tr>
<tr>
<td>WD Larson LTD MN-Mold Assessment; Bill Bernardy, Comptroller; 952-703-3423; <a href="mailto:BBernardy@allstatepeterbiltgroup.com">BBernardy@allstatepeterbiltgroup.com</a></td>
<td>Mike Willey, Steve Carlson</td>
<td>December, 2018</td>
<td>$1,700</td>
<td>Mold assessment.</td>
</tr>
<tr>
<td>CorePoint-Work Plan and Project Oversight; John Lundsten, Director of Facilities; 817-846-6215; <a href="mailto:Jon.Lundsten@CorePoint.com">Jon.Lundsten@CorePoint.com</a></td>
<td>Mike Willey, Steve Carlson, Scott Budahn</td>
<td>October, 2018</td>
<td>$10,410</td>
<td>Duct assessment, cleaning design and cleaning oversight.</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Name and title</th>
<th>Project assignment</th>
<th>Name of firm with which associated</th>
<th>Years' experience with this firm</th>
<th>Years' experience with other firms</th>
<th>Education: degree(s) / year / specification</th>
<th>Active registration: year first registered / discipline</th>
<th>Experience and qualifications relevant to the proposed project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Willey</td>
<td>Contract Manager and ACM Designer</td>
<td>Terracon</td>
<td>19</td>
<td>6</td>
<td>Bachelor of Science/1994/Geology</td>
<td>Asbestos Inspector 1995, License # AI2607 Asbestos Management Planner</td>
<td>Mike has been our point of contact and lead practitioner on our current RECS contract. He has worked on hundreds of projects similar to those anticipated for the next engagement.</td>
</tr>
</tbody>
</table>

05/18/2016 – Exhibit C-Qualifications Proposal
<table>
<thead>
<tr>
<th>Name and title</th>
<th>Project assignment</th>
<th>Name of firm with which associated</th>
<th>Years' experience with this firm</th>
<th>Years' experience with other firms</th>
<th>Education: degree(s) / year / specification</th>
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<tr>
<th>Name and title</th>
<th>Project assignment</th>
<th>Name of firm with which associated</th>
<th>Years' experience with this firm</th>
<th>Years' experience with other firms</th>
<th>Education: degree(s) / year / specification</th>
<th>Active registration: year first registered / discipline</th>
<th>Experience and qualifications relevant to the proposed project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mike Graber</td>
<td>ACM Designer/ACM Inspector/Lead Inspector</td>
<td>Terracon</td>
<td>4</td>
<td>3</td>
<td>Bachelor of Science/2015/Biology</td>
<td>Asbestos Inspector 2015,</td>
<td>Mike has worked exclusively in our Building Services group dealing with asbestos, lead, and mold.</td>
</tr>
<tr>
<td>Name and title</td>
<td>Project assignment</td>
<td>Name of firm with which associated</td>
<td>Years' experience with this firm</td>
<td>Years' experience with other firms</td>
<td>Education: degree(s) / year / specification</td>
<td>Active registration: year first registered / discipline</td>
<td>Experience and qualifications relevant to the proposed project</td>
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</tr>
<tr>
<td>Scott Budahn</td>
<td>ACM Inspector/Air Monitoring Professional</td>
<td>Terracon</td>
<td>4</td>
<td>4</td>
<td>Bachelor of Business Administration/2018</td>
<td>License # AI13029 Asbestos Project Designer 2017, License # AD13029 Asbestos Supervisor 2015, License # AS13029 Lead Risk Assessor 2016, License # LR5136 NIOSH 582 2015</td>
<td>Scott has worked exclusively in our Building Services group dealing with asbestos, lead, and mold.</td>
</tr>
<tr>
<td>Name and title</td>
<td>Project assignment</td>
<td>Name of firm with which associated</td>
<td>Years' experience with this firm</td>
<td>Years' experience with other firms</td>
<td>Education: degree(s) / year / specification</td>
<td>Active registration: year first registered / discipline</td>
<td>Experience and qualifications relevant to the proposed project</td>
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<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>Collin Barker</td>
<td>ACM Inspector/Air Monitoring Professional</td>
<td>Terracon</td>
<td>2</td>
<td>1</td>
<td>Bachelor of Arts/2014/Geology</td>
<td>Asbestos Inspector 2017, License # AI13703 Asbestos Supervisor 2017, License # AS13703 NIOSH 582 2017</td>
<td>Collin has worked exclusively in our Building Services group dealing with asbestos, lead, and mold.</td>
</tr>
<tr>
<td>Tyler Pederstuen</td>
<td>ACM Inspector/Air Monitoring Professional</td>
<td>Terracon</td>
<td>2</td>
<td>1</td>
<td>Bachelor of Science/2016/Environmental Geoscience</td>
<td>Asbestos Inspector 2017, License # AI13690 Asbestos Supervisor 2017, License # AS13690 NIOSH 582 2017</td>
<td>Tyler has worked exclusively in our Building Services group dealing with asbestos, lead, and mold.</td>
</tr>
</tbody>
</table>
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: See Attached Approach, Methodology and Work Plan, which is attached as a separate pdf document.

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: Terracon is rated as the Number 1 asbestos firm in the Nation as recognized by ENR. Our Minnesota operation staff members hold all four asbestos discipline licenses and also have members with lead paint and mold certifications as follows:

-Asbestos: Building Inspectors; Project Designers; Management Planners; Site Supervisors

-Asbestos: NIOSH 582 Training; two-day Air Sampling Training

-Lead: Risk Assessor; Lead-Safe Renovator

-Mold: Certified Mold Remediation Supervisor (CMRS)

-Other: Certified Hazardous Materials Manager (CHMM); Certified Indoor Environmental Consultant (CEIC)

We maintain a large inventory of investigative and monitoring equipment that is readily available to mobilize same-day as needed by our staff to provide service to our clients. Our inventory includes: mercury vapor monitor, sampling pumps for air monitoring, thermal imaging cameras for moisture/mold assessment, indoor air real-time monitoring equipment (Q-Trak; PID, FID, three and four gas meters). We have both AutoCAD and GIS capabilities in our MN offices to support the work of our inspectors and designers. We also have a robust quality program that is implemented on all projects to maintain high quality work product for our clients.

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 signer: Kenneth P. Olson
i. Typed title of authorized signer: Principal
j. Authorized signature (signature of person identified in Section 2): [Signature]
k. Date Signed: March 1, 2019
l. Registration Number*: Professional Geologist 30102
   *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): Choose from items below:
   **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: 4541704
p. FED Tax ID Number: 42-1249917
q. MN Vendor Number (required for contract): VN0000238693_8

END OF EXHIBIT C
Pre-proposal Scoping Call/Meeting and Possible Site Visit:
When Terracon is contacted about a project, we will have a conversation with the client contact about the specifics of the project, the desired outcomes, and whether there is pre-existing information that we can review during our proposal preparation. Where appropriate we may attempt to schedule a site visit as part of our proposal preparation time. We will prepare a proposal for the services needed to achieve the desired outcomes and will submit it for review and approval.

Project Kickoff
Upon being issued NTP by the contracting entity, we would have a kickoff conversation about the nature of the project, anticipated schedule, existing information that is available, stakeholders, access protocol and any other items that are pertinent to the engagement. The approach outlined herein is generally applicable to ACM abatement, lead based paint abatement, mold assessment and abatement, and duct cleaning. From this understanding of the stakeholders and the ultimate outcome desired along with the approved scope, we will commence work on the project.

The initial activities generally consist of completing a detailed review of the information and reports provided that provide a baseline of information that will be used in generating a preliminary list of apparent data deficiencies that may need to be filled. This review will also provide background information used during the initial site walk.

Site generally require a site visit to review the facility in the context of the project. During the site visit, Terracon reviews the list of apparent data deficiencies that came out of the document review and compiles a final list of data deficiencies that should be filled as part of the design activities. The on-site inspection will also address the following as appropriate:

- Size and use of the building to fully understand the scope of the project and the suspect ACM materials and other regulated materials we can expect to encounter.
- Is the site safe to access? Are there any safety concerns for the site? Are transients present that we need to plan for? What are the access procedures for an initial site walk/kick-off and during the project?
- Will vertical access other than with ladders be required.
- What will be the lines of communication and reporting frequency and format between Terracon and the client during the project?
- Project schedule.
- Does the assessment include below grade issues outside the building footprint that requires consideration?
- Will the contractor likely attempt to recycle materials from the site, which may require screening and cleaning before shipping for recycling.

After the data review/site visit, we would prepare a summary of site conditions observed for distribution to the team to ensure that both Terracon and the client are aligned on the project plan and schedule.
Data Gaps – Updated Site Survey and Inventory of Regulated Materials:
The purpose of the updated ACM/regulated materials survey will be to fill in the data gaps to supplement previously completed surveys and reporting if data gaps exist. The updated survey would identify the presence, quantity and location of asbestos containing materials (ACM), sample coatings for lead-based paint (LBP) on pre-1978 concrete surfaces considered for beneficial reuse, sample polychlorinated biphenyl (PCB) within pre-1979 areas which may be subsequently rendered bulk product waste by asbestos abatement activities, and inventory mercury-containing materials and equipment and other regulated hazardous and/or universal waste materials in the building that would need to be remediated prior to proposed renovation or demolition activities. The supplemental survey would be conducted to comply with the Environmental Protection Agency (EPA) National Emission Standard for Hazardous Air Pollutants (NESHAP) regarding demolition activities, barring sampling and access limitations. Based on the project, destructive access into walls, cavities and beneath floors may be required to identify concealed materials as appropriate to allow for best pricing during bidding by removing uncertainty for the contractors.

LBP testing would be conducted, if needed, non-destructively using an Innov-X Alpha 4000 series multi-element spectrum analyzer, Serial No. 11741. The Innov-X Alpha 4000 is a field portable x-ray fluorescence (XRF) spectrum analyzer capable of identifying lead concentrations in paint, which are expressed in units of milligrams per square centimeter (mg/cm²). Terracon can conduct XRF readings on surface coatings in the building to assess for the presence of LBP on concrete substrates subject to beneficial reuse.

Minnesota Rules 7035.0805 Subpart 5, regarding demolition projects, identifies items and materials which will require special handling and removal prior to demolition activities. A supplemental visual assessment and inventory for items meeting these requirements may need to be conducted to generate a current inventory. Examples of typical items includes; fluorescent and high intensity discharge lamps, ballasts, oil filled items, lead sheeting, ozone depleting chemicals, paints, solvents and other miscellaneous items within the buildings. Additionally, Terracon can evaluate and sample caulking, sealant or coatings for polychlorinated biphenyl’s (PCBs), as appropriate in response to current guidance provided by the EPA and MPCA when these materials are rendered remediation or bulk product waste typically by asbestos abatement activities.

Some portion of supplemental testing above may be completed for mold assessment/abatement design or duct cleaning design.

Dependent on the scope of the project, Terracon could also be commissioned to complete additional tasks which could include identification of utilities that require disconnect and removal in the design and specification.

Terracon will prepare a written Supplemental Survey Report (Report) describing the sampling methodology and the results of the Supplemental Survey. The Report will describe the number, type and location of building material samples collected, analytical results, estimated quantity and the
TERRACON-PROJECT APPROACH, METHODOLOGY AND WORK PLAN

condition of materials identified as ACM and LBP that may be disturbed during the project. The Report would contain an updated inventory of regulated materials which will require management prior to renovation or demolition activities. If the project consists of mold abatement design, information from moisture meter testing, thermal camera imaging, visual inspection and other information would be presented. This supplemental report along with previous surveys and reporting would provide the baseline data for development of the design.

Abatement Design/Bid Walk/Contractor Selection Recommendation
Terracon has completed designs under our current RECS contract and would use those successful formats for generation of designs in the future.

Best Value Bid Documents
Terracon will develop a site-specific technical specification sections for the removal and disposal of identified ACMs, LBP, regulated materials, and/or wet or mold impacted material. If additional known ACMs are discovered during supplemental survey activities these will be incorporated into this Specification. The Specification will be developed in accordance with applicable local, state, and federal regulations and in conjunction with contract documents and the. The Specification will address project goals, summary of work, project coordination, submittal procedures, regulatory requirements, testing/laboratory services, temporary facilities, and site work requirements including; standard operation procedures, work practices, and disposal. The Specification will be prepared by an experienced Minnesota-licensed project designer. Duct cleaning specifications will include discussion of access limitations that may be present at the site for review during the site walk.

Bid Assistance
Terracon will attend a pre-bid and preconstruction meeting to state project goals, schedule expectations, submittals and execution of the work in accordance with the prepared design documents. Emphasis will be added to the safety of all those impacted by the project work. Terracon will provide input as requested to the Client in the process of awarding the abatement contract.

Project Observation and Air Monitoring
Terracon will obtain and review copies of notices and submittals from the abatement contractor prior to initiation of abatement work and will assist with work coordination with the contractor and the air monitoring professional, which is completed under a separate contract.

Terracon can provide a Minnesota-licensed asbestos professional to conduct MDH-required air monitoring and monitor contractor abatement activities if desired on a given engagement. If retained to complete air monitoring, our scope of work would include:

- Evaluate the contractor’s compliance with local, state and federal regulations and project goals.
- Conduct daily air sampling using collection media and procedures in accordance with NIOSH Standard Analytical Method 7400. The selected air volumes will provide statistically reliable results for a concentration of 0.01 f/cc of air or lower. Air samples will be analyzed by Phase
Contrast Microscopy and will be performed by Terracon using NIOSH 7400A Method (Revision #4, 8/15/94). Analysis will be conducted on-site by a Terracon representative. The number and volume of air samples collected by Terracon will be related to the type of activity in progress, the airborne particulate concentration, and the number of personnel involved with the removal project. These samples shall be collected in accordance with current accepted industrial hygiene practices and shall be in compliance with local, state and federal regulations.

- A final visual inspection and clearance sampling will be completed when abatement has been completed, but before engineering controls are removed, to confirm that fiber levels have achieved analytical clearance as per the requirements in the specifications.

As requested, Terracon can maintain “on-call” capability to respond to requests for sample collection and delivery to analytical laboratories as un-sampled materials may be uncovered during the abatement or demolition project.

**Final Abatement Closeout Report**
At the conclusion of the abatement work and upon receipt of contractor submittals, Terracon will prepare a closeout report (the Closeout Report). The Closeout Report will include a description of the work, results of the air sampling, and documentation of final clearances. Terracon will also review the abatement contractor’s post job submittals, which will include waste manifests, personal air monitoring results, documentation of worker training, including respirator fit tests, medical surveillance documentation, and applicable accreditations or licenses.

**Value Added:**
Terracon has been providing services in Minnesota since 1968, from our office in Minneapolis. Terracon has more than 70 staff in our Twin Cities offices and over 4,800 employees nationally providing environmental, facilities, geotechnical, and materials services from more than 140 offices nationwide.

Terracon’s capabilities are evidenced by a current ranking of 1 in *Engineering News-Record’s* 2018 listing of the Top 500 Asbestos and Lead Abatement Design Firms. Our clients benefit from a very robust asbestos and regulated materials group in our Minneapolis and St. Paul offices as well as our national expertise and systems that will be discussed further below.

Terracon has a number of initiatives and capabilities that have proven to bring value to our clients and their projects.

**Safety:**
Safety is one of Terracon’s core values and our commitment to an “Incident and Injury-Free (IIF)” philosophy is one of the pillars of our culture. Successful execution and delivery includes the need to work safely and keep our employees and the public safe every day. Terracon is very much a safety-
oriented company. We strive to build health and safety into all aspects of our business and into the thinking of our employees. The culture is continued further in our everyday work culture, with all meetings beginning with an IIIF moment and safety discussion. “Everyone goes home safe every day” summarizes our culture.

Safety metrics are compiled to document the safety “journey” that Terracon has been undergoing. One of our safety metrics is Total Recordable Incident Rate (TRIR). Presented below is a graphical representation of Terracon’s continued commitment to reduction in recordable injuries to its employees.

![TRIR Chart](chart.png)

**Quality:**
Terracon has a formal Quality Program that is implemented on each and every project. The quality program is articulated in our Corporate Quality Manual and our Project Quality Manual. The manuals outline the program, the document review and approval processes, the responsibilities of Terracon professionals, and the process and requirements for becoming an Authorized Project Reviewer (APR).

Each project team includes a project manager and a professional team of the needed disciplines to complete the project or task at hand. An APR is also assigned to each project to help implement the quality program. Under the APR program, only senior level professionals with an expertise in a specific discipline (there are nine in the Environmental Service Line) that have passed Terracon’s rigorous quality assurance criteria are selected as APRs. Our APR program is an integral and important component of our corporate quality program.

APR’s bring senior level expertise and review to projects at critical junctures of projects. Common critical junctures include project and approach and work plan development. during project kick-off discussions, when data is generated, and the findings and conclusions are being crafted, and during review of final work product. This program provides for senior insight and final review and approval in a very efficient manner, thus helping drive the quality project delivery that Terracon is known for.

What does this mean for our clients? It means high-quality, defensible, and accurate findings and reporting that result in strategies and documents that can be relied upon to make informed decisions.

**Timely Delivery and Communication**
We understand that our clients are often challenged to provide more with less, whether in the public or private sector. We strive to be an extremely responsive partner for our clients, with the theme that on-
time is late. We utilize our industry leading delivery platforms to allow us to provide real-time information to clients and their design teams to allow projects to move along at an accelerated pace.

Our internal project delivery systems are designed to provide timely information via our Client Document Website distribution system, which is a secure-web based delivery portal where our work product is posted and made available to the client and any designed team members on a real-time basis. For example, we can post data and draft and final reports on the system, with immediate notification to approved team members that the information is available. Your team can access the information they need quickly to allow them to process the impacts of the information on their project.
February 22, 2019

Talia Landucci-Owen
Admin-Real Estate and Construction Services
309 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155-1402

Re: RFP Response for Professional Services of Asbestos and Other Hazardous Materials Remediation Design

Dear Ms. Landucci-Owen and the Selection Committee:

Terracon Consultants, Inc. (Terracon) is pleased to submit our proposal for providing professional services for the RECS Master Contract RFP for Professional Services of Asbestos and Other Hazardous Material Remedial Design.

Terracon is a multi-disciplined environmental, geotechnical engineering, material testing and facility consulting firm doing business from over 140 offices across the nation. We have two offices in Minnesota located in Minneapolis and St. Paul. One of our core Practice Groups in the Environmental Service Line is our Building Services group which provides professional asbestos, lead based paint, mold and hazardous materials consulting to both public and private sector clients. We currently hold a contract with the MN Department of Administration for the current services being requested through Liesch Associates, Inc. who merged with Terracon in 2013.

Our Building Services Group in Minnesota has six staff members who work exclusively on asbestos and hazardous material/special waste projects for our clients. Of this work, over 50% of it falls in the category of Remediation Design as defined in the solicitation.

I would like to thank you for considering our proposal and look forward to continuing to serve the State of Minnesota on these matters. Please contact me or our local contact (Ken Olson; 763-489-3130) if you have any questions on this submittal.

Submitted by Terracon Consultants, Inc.

[Signature]

Patrick L. Courtney
Assistant Corporate Secretary
State of Kansas

County of Johnson

On February 22, 2019, before me, Cindy Cornell, personally appeared Patrick Courtney, personally known to me.

WITNESS my hand and official seal

[Signature]

(notary signature)

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:
$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.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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: Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

INSURED: TERRACON CONSULTANTS, INC.
13400 15TH AVENUE NORTH
PLYMOUTH MN 55441

CONTACT NAME: FAX:
PHONE: NAIC:
EMAIL: (A/C No.):

INSURER(S) AFFORDING COVERAGE:
INSURER A: Lexington Insurance Company
19437
INSURER B: Travelers Property Casualty Co of America
25674
INSURER C: The Travelers Indemnity Company
25658
INSURER D:
INSURER E:
INSURER F:

COVERAGE TERCOD: CERTIFICATE NUMBER: 15983526 REVISION NUMBER: XXXXXXXX

THIS 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, TER OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY FURNISH, 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.

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<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>NON-OWNED AUTOS ONLY</td>
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<td>AGGREGATE $5,000,000</td>
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<td>(If yes, describe under DESCRIPTION OF OPERATIONS below)</td>
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<td>$2,000,000 EACH CLAIM &amp; $2,000,000 THE ANNUAL AGGREGATE</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: MASTER CONTRACT FOR ASBESTOS AND OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN DATED XX/XX/XXXX. THE STATE OF MINNESOTA IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

15983526
THE STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION-REAL ESTATE & CONSTRUCTION SERVICES
309 ADMINISTRATION BUILDING
50 SHERBURNES AVENUE
ST. PAUL MN 55155

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
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 – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:
X 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. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

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, 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, you certify that the information provided is accurate and that you are authorized to sign on behalf of your company.

Name of Company: Terracon Consultants, Inc. Date March 1, 2019

Authorized Signature: ___________________________ Telephone number: 913-577-0481

Printed Name: Linda Royals Title: HR Business Partner

For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance Services

Email: compliance.mdhr@state.mn.us TTY: 651-296-1283
WORKFORCE
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that TERRACON CONSULTANTS INC is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: 8/17/2018
Certificate expiration date: 8/16/2022

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Kevin M. Lindsey, Commissioner
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.

Terracon Consultants, Inc. ___________________
Organization Name

Kenneth P. Olson, Principal___________________
Name and Title of Official Signing for Organization

By: _______________________________________
Signature of Official

February 28, 2019_________________________________________
Date

Rev. 01/16
Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Terracon Consultants, 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 MN DOA-RECS Professional Services of Asbestos and Other Hazardous Material Remediation Designers 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: Terracon Consultants, Inc.

Print authorized representative name: Kenneth P. Olson

Authorized signature: [Signature]

Title: Principal

Date (mm/dd/yyyy): March 1, 2019

Notary Public

Subscribed and sworn to before me this:

1st day of March, 2019

[Signature]
Notary Public signature

Commission expires (mm/dd/yyyy)

APRIL LYNN SODT
Notary Public-Minnesota
My Commission Expires Jan 31, 2020