

STATE OF MINNESOTA (REV 10/20/2014)

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

RECS Project ID.:	N/A	Project Mgr.:	Gordon Christofferson	Contract Specialist:	Sherry Van Horn
		Control No.	48101	RFP Event ID (if applicable)	2-3225
Project Name : Testing and Inspection Services Master Contract					

Total Amount of Contract:	N/A	Amount of Contract First FY:		Vendor Number:	
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	Project ID:	Project ID:
Activity:	Activity:	Activity:
Amount: N/A	Amount:	Amount:

SWIFT Contract No: T#15ATI/85262

 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: **Construction Engineering Lab**
5661 International Pkwy
New Hope, MN 55428

Contract Execution Date: 11/25/2014
Contract End Date: 10/31/2016

(*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: **Palanisami Palanisami**
 Contact Person Phone: **763.533.9403**
 Contact Person Fax:
 Contact Person Email: **swami.engineer@palanisami.com**

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
MASTER CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Construction Engineering Lab, 5661 International Pkwy, New Hope, MN 55428 ("Contractor").

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 construction testing and inspection services.
3. The Consultant represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

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:** October 31, 2016
- 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.
- 1.5 **Authorization of Use:** The Master Contract is available for use by all state agencies and Minnesota State Colleges and Universities.

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:

Geotechnical, Concrete Testing and Inspection, Masonry Testing and Inspection, Structural Steel Testing and Inspection, Pavement Testing and Inspection, and Fireproofing/Firestopping Testing and Inspection.

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

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

3 Time

The 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 Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$1,000,000.00. All costs will follow the Contractor's fee schedule attached as Exhibit B and incorporated into this agreement. The Contractor may revise its fee schedule once a year after November 1, 2015. However, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

For projects located within a 50 mile radius of Contractor's Office Location— Hourly rate includes all travel time, travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. State will not pay for travel time.

For projects located more than a 50 mile radius of Responder's Office Location—Hourly rate includes travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. Responder may invoice travel time at this rate.

Travel & Reimbursable Expenses. Except as described in this Section 4.1, there are no allowable travel or other reimbursable expenses. All such expenses are included in the Contractor's fee schedule of hourly rates, attached as Exhibit B. The State reserves the right to modify the allowable reimbursable expenses prior to execution of a Work Order from the Master Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: at <http://www.mmb.state.mn.us/comp-commissioner> (click on "Commissioner's Plan" in the right side column). The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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 Minnesota Statute § 16C.08, subdivision 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 Representatives for this master contract are Sherry Van Horn, Business Operations Manager, 651.201.2376 or Gordon Christofferson, Project Operations Manager, 651.201.2380 or his/her successor, and have the responsibility to monitor the Contractor's performance.

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

The Contractor's Authorized Representative is Palanisami Palanisami, President, swami.engineer@palanisami.com, 763.533.9403 . If the Contractor's Authorized Representative changes at any time during this master contract, the Contractor must immediately notify the State.

The Contractor'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 Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

12 Workers' Compensation and Other Insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor'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 and incorporated into this Master Contract.

- Exhibit A: Sample Work Order
- Exhibit B: Fee Schedule
- Exhibit C: Consultant's Categories of Service and Experience
- Exhibit D: 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

1. CONTRACTOR – Construction Engineering Lab

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles or bylaws.

By: *S. Salamsami*

Title: *PRESIDENT*

Date: *NOV 7, 2014*

2. STATE AGENCY – Department of Administration

By: *[Signature]*
(with delegated authority)

Title: _____

Date: *11/18/14*

3. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: *[Signature]*

Date: *11/25/2014*

40538

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 _____ ("Contractor"). This work order contract is issued under the authority of Master Contract T-Number 15ATI, SWIFT 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 Minnesota Statute § 16C.05, subdivision 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.

SIGNATURES AS REQUIRED BY THE STATE.



Exhibit B

CONSTRUCTION ENGINEERING LABORATORY, INC. TESTING FOR QUALITY AND STRENGTH

January 2014

HOURLY RATES AND UNIT PRICES

HOURLY RATES – PERSONNEL

- | | | |
|----|---|--------------|
| 1) | <u>Registered Engineer</u>
Project coordination
Review and approval of the reports. | \$120.00/hr. |
| 2) | <u>Technician</u>
Soil Testing, Concrete Testing, Sample transportation &. Lab Tests | \$55.00/hr. |
| 3) | <u>Testing AWS Welding Inspector</u>
Weld Inspection | \$70.00/hr. |
| 4) | <u>Secretarial</u>
Word processing reports | \$45.00/hr. |
| 5) | <u>The technician and AWS welding Inspector rates for night time will be 1.5 times the regular rates.</u> | |

UNIT PRICES

- | | | |
|----|-----------------------------------|---------------|
| 1) | Concrete Cylinder Test (ASTM C39) | \$20.00/Each |
| 2) | Proctor (Standard or Modified) | \$120.00/Each |
| 3) | Grain Size Analysis | \$100.00/Each |

REIMBURSABLE EXPENSE

- | | | |
|----|---|--------------|
| 1) | Job Mileage | \$ 0.60/mile |
| 2) | Report copies beyond 1 st three (3) copies | \$ 0.25/page |



Section 4.1 fee, hourly rates, travel and reimbursable expense requirements take precedence in the event of a conflict.



Construction Engineering Laboratory, Inc. 5661 International Parkway, Mpls., MN 55428 763-504-5277 fax 763-533-9586 2014 Rate Schedule

Exhibit B

SOIL

Water Content ASTM D2216	\$ 20.00/each
Liquid Limit ASTM D4318	\$ 42.00/each
Plastic Limit ASTM D4318	\$ 42.00/each
Shrinkage Limit ASTM D4318	\$ 42.00/each
Specific Gravity ASTM D854	\$ 67.00/each
Organic Content ASTM D2974	\$ 67.00/each
PH by Meter ASTM D2976	\$ 13.00/each
Sieve Analysis, in. Hydrometer ASTM D422	\$135.00/each
Relative Density of Sandy Soil ASTM D254	\$ 80.00/each
Standard Proctor Comp. Test ASTM D698	\$125.00/each
Modified Proctor Comp. Test ASTM D1557	\$125.00/each
Laboratory CBR ASTM D1883	\$312.00/each
Permeability of Granular ASTM D2434	\$239.00/each

AGGREGATES

AGGREGATE GRADATION/SIEVE ANALYSIS ASTM C136 EXCLUDING #200 SIEVE	
Fine Aggregate	\$ 55.00/each
Coarse Aggregate	\$ 60.00/each
AGGREGATE GRADATION/SIEVE ANALYSIS ASTM C136 INCLUDING #200 SIEVE	
Fine Aggregate	\$ 100.00/each
Coarse Aggregate	\$ 100.00/each
DELETERIOUS MATERIAL	
Coarse Aggregate MnDOT 3131	\$112.50/each
Fine Aggregate MnDOT 3126	\$ 85.00/each
SPECIFIC GRAVITY & ABSORPTION	
Coarse Aggregate ASTM C127	\$ 56.00/each
Fine Aggregate ASTM C128	\$ 56.00/each
UNIT WEIGHT	
Coarse Aggregate ASTM C29	\$ 45.50/each
Fine Aggregate ASTM C29	\$ 39.00/each
SOUNDNESS OF AGGREGATE, SODIUM SULPHATE OR MAGNESIUM SULPHATE ASTM C88	
Coarse Aggregate/50 pcs of rock 100 gm.	\$225.00/each
Fine Aggregates	\$196.50/each

*For more than 5 cycles, add \$15.00/each.	
Freeze/thaw of coarse aggregates (16 cycles)	\$338.00/each
Los Angeles Rattler ASTM C131	\$156.00/each
Sample Collection	Hourly
Aggregate Gradation, including finer than #200, ASTM C136 & ASTM C117.	\$ 70.00/each
Fine Bituminous Aggregate ASTM C128	\$ 56.00/each
Coarse Aggregate ASTM C127	\$ 56.00/each
Laboratory Mix Design (does not include Marshall Density/stability/flow per ASTM D1559)	\$295.00/set of 3
Marshall Density Only ASTM D1559	\$198.00/set of 3
Core Density- submitted samples ASTM D2726	\$ 40.00/each
Thickness Only ASTM D3549	\$ 20.00/each
Max. Specific Grav. ASTM D2041 (Rice Density)	\$ 65.00/each
Blutinous Extraction and Mechanical Analysis	\$245.00/each
Aggregate ASTM D2172, C136 and C117	
Extraction Only	\$187.00/each
Coring (including core cutter & technician)	\$125.00/hour
Observ. of bitumin production/placement, inc. observ. at plant of mat. and batch weights or calibration; observ. at project site & taking mix samples. Technician, mileage and equipment.	Per Quote

CONCRETE

MIX DESIGN	
Theoretical ACI 211	\$145.50/each
TRIAL MIX	
Laboratory Batch	\$312.00/each
Casting, Curing & Testing	\$ 29.00/each
(6" x 12" cylinder ASTM C192, ASTM C39)	
Casting, Curing & Testing	\$ 71.00/each
(6" x 6" x 18" beam ASTM C192, C293 or C78)	
FIELD AND LAB TESTS	
Inspection of Concrete Placement, including checking slump, air temperature, unit weight and casting cylinder, beam (mold cost extra. (field facility, water, shelter, light, heat to be supplied).	Hourly Rate
Cost of Plastic Mold	\$ 2.00/each
Cost of Case of 20 Molds	\$ 30.00/each
Cylinder Pick Up	\$ 52.00/per stop
Holidays & Weekends	\$ 68.00/per stop
Concrete Cylinder Break / Hold ASTM C39	\$ 20.00/each
Accelerated Curing & Testing ASTM C684	\$ 39.00/each
Curing, Testing Concrete Beam (ASTM C293 or ASTM C78)	\$ 49.50/each
Split Tensile Test ASTM C496	\$ 50.00/each
Modules of Elasticity (set of 2) ASTM C469	\$ 583.00/set
Comp. Strength of Concrete Core ASTM C42	\$ 33.50/each
Coring (including Core Cutter & Technician)	\$125.00/hr.
Rebar Location	Hourly
Chloride Sampling	Hourly
Concrete Hammer Test ASTM C805	Hourly
Windsor Probe ASTM C803	Hourly + \$23/probe
Water Soluble Chloride Content	\$52.00/each

MASONRY

Aggregate for Masonry Mortar ASTM C144	\$56.00/each
Mortar Design ASTM C270, 7 and 28 day (Compressive Strength, including water retention)	\$395.00/each
Curing and Testing 3 x 6 Cylinder ASTM C780 (7 and 28 day)	\$20.00/ea.
Curing and Testing 2" cube ASTM C109 (7 and 28 day)	\$20.00/per cyl.
Masonry Unit For Comp. of ASTM C90 (Test per ASTM C140), including dimensional, comp. strength, absorption, moisture and voids) (Set of 3 blocks)	\$196.50/each set
Masonry Unit-Comp. Strength ASTM C140	\$ 30.50/each
Masonry Unit Moisture ASTM C140	\$ 23.00/each
Grout Prism ASTM C1019	\$ 20.00/each
Block Prism two high laboratory fabrication and testing ASTM E447	\$300.00/each
Block Prism two high test at lab ASTM E447	\$150.00/each
TESTING OF BRICK	
51450, Test for Compliance for dimen, comp, absorption, saturation & efflorescence. ASTM C62 (Test per ASTM C67)	\$383.00/each set
Compression Only ASTM C67	\$ 95.50/each set
Efflorescence ASTM C67	\$106.00 each set
Absorption & Saturation Coef. ASTM C67.	\$ 95.00/each set
Initial Rate of Absorption ASTM C67 (S)	\$106.00/each set
Freeze/Thaw Test 50 Cycles ASTM C67 (five specimens)	\$517.00/each set

STEEL

Visual observ. of steel fabrication to determine conformance with approved plans & specif.	Hourly
Visual observation of welds and bolted structures	Hourly
Ultrasonic Testing	Hourly
WOOD	
Moisture using moisture meter	Hourly
Determination of Fiber Stress in bonding. (modulus of elasticity)	\$535.00/set of 3
FIELD OBSERVATIONS	
Earthwork observation, including portable hand penetrometer tests.	Hourly
Compaction Control Tests, including field density tests, by sand cone or nuclear.	Hourly
Caisson Installation, Observ. & Documentation	Hourly
Pile driving monitoring, including maintaining driving log report.	Hourly
Pile Load Test/Dynamic Monitoring	Per Quote
Field CBR/Pile Load Test	Per Quote
Soil Boring & Geotechnical Report	Per Quote
GEOTECHNICAL	
Drill Rig Mobilization (Within 50-Miles) (Beyond 50-Miles)	Per Quote
Coordination for Gopher One Clearance	Per Quote
Bore Hole Marking & Elevation	Per Quote
Drilling & Sand Sampling - 0' - 20'	Per Quote
Drilling & Sand Sampling - 20' - 40'	Per Quote
Drilling & Sand Sampling - 40' - 80'	Per Quote
Backfilling with Grout	Per Quote
Rock Coring	Per Quote
Obstruction Standby/Time	Per Quote
Additional for ATV	Per Quote
Geotechnical Report	Per Quote
Special Sampling	Per Quote
ENGINEERING SERVICES	
Principal Engineer, P.E. Review	\$130.00/hour
Principal in Charge/Project Engineer/Mgr/Reg.	\$120.00/hour
Assistant Project Manager/Engineer/ Non-Reg.	\$72.00/hour
Drafting/AutoCAD	\$64.00/hour
Non-Destructive Testing Technician	\$70.00/hour
Testing Technician	\$55.00/hour
Secretary/Word Processor	\$45.00/hour
Charges for the above personnel will be made for the time spent in the field, in consultation, in preparation of reports and in travel to and from the job site. Expenses will be added to all hourly rates.	
EXPENSES	
Mileage	\$0.60/mile
Long Distance Calls	Cost + 15%
Sample Storage Beyond 60 days	\$0.30/sample/day
Shipping	Cost + 15%
REPORTS	
A maximum of four copies will be furnished for each report and will be sent to four (4) different addresses by First Class Mail at the time of the initial report submittal.	
Reports by Special Delivery	Cost + 15%
Additional Copies, if requested	\$0.25/per sheet
Reproduction of previous report	\$ 31.00/copy

Section 4.1 fee, hourly rates, travel and reimbursable expense requirements take precedence in the event of a conflict.

J. J. J.
J. J. J.
 Nov 18, 2014

SV

Exhibit C

CONSTRUCTION TESTING AND INSPECTION SERVICES

Name of Firm: Construction Engineering Laboratory, Inc. Proposal Dated: 09/15/2014

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

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

Geotechnical Services

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

Concrete Testing and Inspection Services

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

Masonry Testing and Inspection Services

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

Structural Steel Testing and Inspection

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

Pavement Testing and Inspection

- Observe and Test Rolling Operations on Subgrade Soils

- Field and Laboratory Tests on Aggregate Base
- Field and Laboratory Tests during Bituminous Paving (Continuous X/Periodic X)
- Other _____

Fireproofing / Firestopping Testing and Inspection

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

Other

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

Phase I Archaeological Resources Investigation

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

Phase II Archaeological Resources Investigation

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

Phase I Environmental Investigation

- Complete a Phase I Environmental Site Assessment in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #8.
- Conduct a visual (existing structures) assessment for typical suspect asbestos containing materials (ACM).
- Assess the presence of PCBs at the subject site.

- Collect and evaluate available historical information to determine if evidence exists indicating an existing release, a past release, or a material threat of a release of hazardous substances, hazardous materials or petroleum products to the Property.
- Other _____

Phase II Environmental Investigation

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

Remediation Services

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

Comments:

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

Construction Engineering Laboratory (CEL) staff includes registered professional engineers and certified engineering technicians. CEL engineering technicians are ICC certified special inspectors for reinforced concrete, structural masonry, structural steel, welding and spray-applied fireproofing. In addition CEL engineering technicians are ACI, MN/DOT and AWS certified. Testing and inspection services are provided and conducted in accordance with current ICC, ASTM and/or MN/DOT Standards

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

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



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

GEOTECHNICAL ENGINEERING SERVICES

PROJECTS:

10 Story Mixed Use Building
729 Washington Avenue N.
Minneapolis, MN

Geotechnical Engineering Reports
Project started: July 2014
Completed: September, 2014

4 Story Parking Structure
728 3rd Street N
Minneapolis, MN

CLIENTS:

The Javelin Group
10125 Crosstown Circle
Suite 107
Eden Prairie, MN 55344

GRECO, LLC.
607 Washington Avenue N
Suite 100
Minneapolis, MN 55401

Contact: Mr. Kevin Pierson, Project Manager
P: 952-380-3668
F: 952-380-3669

Contact: Mr. Josh Bransted, Developer
P: 612-630-2451
F: N/A

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.

PROJECT DESCRIPTION:

The proposed project includes re-developing a 2 city block area in the Warehouse District of Minneapolis, MN. Proposed redevelopment plans included constructing 2 separate structures; a 10 story mixed use building and a 4 story parking structure. The 10 story building included 1 below grade level for parking, retail spaces at street level and housing above. The site is unique in that land usage dates back to the early 1900's and possibly earlier. Because of past land usage(s) the Javelin Group performed a Remedial Investigation in conjunction with the geotechnical evaluation to identify and evaluate potential environmental impacts.

SERVICES PROVIDED: Soil samples recovered from the soil borings were returned to the laboratory at CEL for classification and laboratory testing. CEL performed laboratory moisture content test and organic content tests on selected samples to evaluate their potential suitability for re-use.

CEL performed the engineering analysis and prepared a geotechnical engineering report for each of the proposed structures that provided preliminary recommendations for foundation support as well as alternate options for foundation support.

SPECIAL FEATURES: The site(s) are located near the Bassett's Creek Tunnel and the associated former creek bed and meander channels. Soft and variable soil and bedrock conditions provided challenges to evaluating foundation support options.

(2014- 003 Data Sheets)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

GEOTECHNICAL ENGINEERING SERVICES

PROJECT:

6 KWIK Trip Convenience Stores

Duluth, MN
Scanlon, MN
Superior WI

Geotechnical Engineering Analysis & Reports
Project Started: September 2013
Completed: March 2014

CLIENT:

West Central Environmental Consultants
11265 91st Avenue N.
Maple Grove, MN 55369

Contact: Mr. Steve Carlson, Sr. Project Manager
P: 763-315-4818
F: 763-425-5312

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.

PROJECT DESCRIPTION:

The project included performing the geotechnical engineering analysis for design and construction of 6 new KWIK Trip convenience stores at various locations in Duluth and Scanlon Minnesota and Superior Wisconsin.

The proposed convenience stores were to be constructed on properties that were formerly occupied by various retail and commercial businesses. Because of that West Central Environmental Consultant screened soil samples recovered from the soil boring for environmental impacts

SERVICES PROVIDED: Soil samples recovered from the soil borings were returned to the laboratory at CEL for classification and laboratory testing. CEL performed laboratory moisture content test and organic content tests on selected samples to evaluate their potential suitability for re-use.

CEL performed the engineering analysis and prepared a geotechnical engineering report for each of the proposed structures that provided recommendations for foundation design, alternate options for foundation support as well as recommendations for pavement design and construction.

SPECIAL FEATURES: The Superior Wisconsin site and some of the Duluth sites were located in areas underlain by thick deposits of soft clay lake sediments. Soft clay soil conditions provided challenges to evaluating foundation support options.

(2014- 003 Data Sheets)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

GEOTECHNICAL ENGINEERING SERVICES

PROJECTS:

Luther Brookdale VW
6801 Brooklyn Boulevard
Brooklyn Center, MN

Geotechnical Engineering Analysis & Report
Started: July 2013
Completed: September 2013

Luther Bloomington Infiniti
8030 Humboldt Avenue S
Bloomington, MN

Geotechnical Engineering Analysis & Report
Started: February 2013
Completed: March 2013

CLIENT:

Baker Associates, Inc.
150 South Fifth Street, Suite 1425
Minneapolis, MN 55402

Contact: Mr. Nguyen Hoang, Architect
P: 612-330-0417
F: 612-339-5668

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.

PROJECT DESCRIPTION:

The projects included new automobile showrooms and service facilities in Bloomington and Brooklyn Center, MN. The Volkswagen project included an approximate 30,000 square foot facility while the Infiniti project included an approximate 25,000 square foot facility. Each facility included underground stormwater infiltration systems and the associated parking and drive areas.

SERVICES PROVIDED: CEL provided the drilling services (soil borings). Soil samples recovered from the soil borings were returned to the laboratory at CEL for classification and laboratory testing. CEL performed laboratory moisture content test and organic content tests on selected samples to evaluate their potential suitability for re-use. CEL also performed laboratory grain size analysis test to evaluate drainage properties of the subsurface soils with respect to infiltration system design.

CEL performed the engineering analysis and prepared a geotechnical engineering report for each of the proposed structures that provided recommendations for foundation design, recommendations for stormwater infiltration system design and recommendations for pavement design.

(2014-005 Data Sheets)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

CONCRETE TESTING & INSPECTION SERVICES

PROJECTS:

LAKE BYLLESBY & COON RAPIDS DAMS

Cannon River Mississippi River
Cannon Falls, MN Coon Rapids, MN

Started: June 2013

Completed: August 2014

CLIENT:

Edward Kraemer & Sons, Inc.

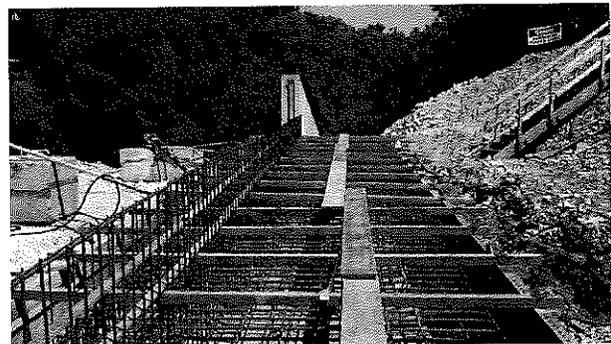
1020 West Cliff Road
Burnsville, MN 55337

Contact: Aaron Rosenbery, Senior Project Manager

P: 952-224-1710

F: 952-890-2996

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.



PROJECT DESCRIPTION:

Lake Byllesby Dam project consisted of removal of the existing fuse plug and installing a new spillway structure south of existing dam. The new spillway featured two crest gates with retaining wall structures downstream of the spillway. It also required raising the perimeter earthen dike to maintain pool levels without overtopping during larger flood events.

Coon Rapids Dam project consisted of rehabilitating the dam and involved constructing earthen and sheet pile cofferdams, removing four existing spillway gates, installing nine new hydraulic crest gates, demolition of the existing pile supported apron, construction of a new pile supported reinforced concrete spillway and miscellaneous repairs and modifications to the existing concrete structures, embankments and retaining walls.

SERVICES PROVIDED: Conducted laboratory and field tests with observations of soils, concrete, grout and bolted connections to assure compliance with applicable building codes, project plans and specifications. CEL performed compaction control tests behind downstream retaining wall, concrete tests in both new construction as well as rehabilitation areas, observed and documented post tensioned rock anchor installation and verified bolted gate connections.

SPECIAL FEATURES: Concrete construction on the Lake Byllesby Dam project occurred during the winter months and maintaining concrete temperatures during below freezing temperatures was critical for proper concrete curing, strength and quality. A concrete mix design high in fly ash content, yielded a slow hydrating mix



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

that was very susceptible to freezing. CEL was tasked with monitoring temperature differential and evaluating the strength of the cast in-place concrete using maturity meters.

(2014- 011-Edward Kraemer)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

CONCRETE TESTING & INSPECTION SERVICES

OWNER:

Metropolitan Airports Commission
Minneapolis / St. Paul International Airport
St. Paul, MN 55111

OWNERS REPRESENTATIVE:

Kraus Anderson Construction Company
7048 34th Ave South
Minneapolis, MN 55450
Contact: Bob Carter, Senior Project Manager
P: 612-727-2524
F: 612-727-2515

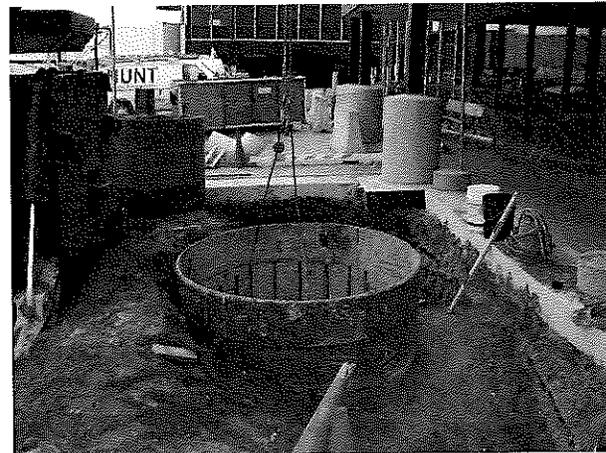
PROJECTS:

CONCOURSE F ROOF IMPROVEMENT
CONCOURSE G ROOF REPLACEMENT PHASE 1
CONCOURSE G FIRE PROTECTION PHASE 3
CBIS INTEGRATION PHASE 3
FIS FACILITY EXPANSION BP 1 & 2
2013 ELECTRICAL INFRASTRUCTURE REHAB
2013 AIR HANDLING UNIT REPLACEMENT
2013 PARKING STRUCTURE REHAB
2013 EMERGENCY POWER UPGRADES

CONSTRUCTION PERIOD:

Started: January 2013
Completed: December 2013

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.



SERVICES PROVIDED: Conducted laboratory and field tests and observations of soil, concrete, masonry, fireproofing materials and welded and bolted structural steel connections to assure compliance with applicable building codes and the project plans and specifications. Performed; compaction control tests, concrete tests, masonry tests and observations, fireproofing thickness and density tests and structural steel observations and tests.

SPECIAL FEATURES: Work was conducted at various locations throughout the Minneapolis/ St. Paul International Airport. To reduce and minimize disruption to airport and aircraft operations as well as to minimize passenger inconvenience some of the construction work was performed during the overnight hours. CEL was onsite all hours to provide the necessary inspections and testing for client convenience.
(2014-002-Kraus Anderson)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

CONCRETE TESTING & INSPECTION SERVICES

PROJECT:

Glen Lake Senior Housing
Tree Street at Woodhill Road
Minnetonka MN

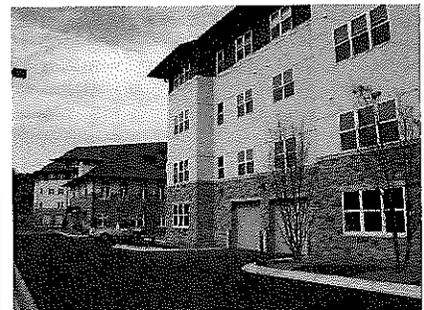
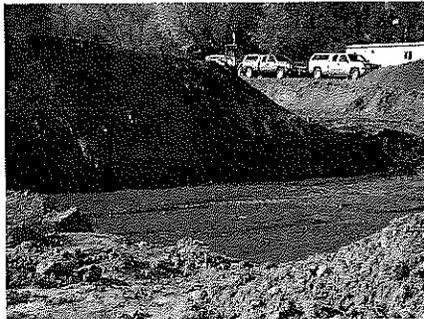
CONSTRUCTION PERIOD:

Started: October 2010
Completed: September 2011

CLIENT:

Frana Companies
633 Second Avenue South
Hopkins MN 55343
Contact: Travis Unser, Project Manager
P: 952-935-8600
F: 952-935-8644

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.



PROJECT DESCRIPTION: The Project consists of construction of four story wood framed residential building units with one level of below grade parking. The building foot print has a total area of 45, 000 square foot. The wood framed super structure is supported over the precast slab which in turn supported over perimeter masonry walls and interior precast beams and precast columns. The entire new super structure load is transferred to the soil below with simple spread foundation. Geopier system of foundation was provided for the east side area which encountered fills of deeper depths.

SERVICES PROVIDED: Verified the soil at the footing bottom for conformance of the project geotechnical report and approved foundation installation based on the Geotechnical report guidelines. Verified the filed



CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

compaction during back filling and approved fill placement. . Conducted quality control tests on concrete and masonry and completed the required special inspections.

SPECIAL FEATURES: Verification of the Geopier installation with limited testing of DCP and nuclear density gauge.

(2010-Glen lake Senior Housing.)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

**MASONRY TESTING &
INSPECTION SERVICES**

PROJECT:
HILTON HOMEWOOD SUITES
New Brighton, MN

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.

OWNER:
HSNB., LLC
103-15th Avenue NW #200
Wilmar MN 56201

CONSTRUCTION PERIOD:
Started: December 2008
Completed: October 2009

CLIENT:
Shingobee Builders, Inc.
200 34th Avenue
Waite Park, MN 56387
Contact: Steve Schultz, Project Manager
P: 320-202-1300
F: 320-202-9192



PROJECT DESCRIPTION: The project included construction of a 95,700-sq.ft. Five-story 124 room hotel building. The structural system consists of load bearing masonry wall and precast slab for intermediate floor. The new hotel building load is transferred to the soil below by simple spread foundation after soil correction extending up to a depth of fifteen feet.

SERVICES PROVIDED: The project was constructed over existed old fill area and demolishing a small building. Construction consisted of isolated soil corrections for previous fills of varying depth. The foundation installation was approved after periodic DCP tests for undisturbed area and field density tests with nuclear gauge for the fill area. CEL conducted lab and field tests for quality and conformance on concrete, masonry, welded and bolted structural steel connections and bituminous paving.

SPECIAL FEATURES: CEL coordinated environmental issues with sub consultant Wenck Associates and removed the contaminated soil and monitored the soil correction up to sixteen feet. CEL recommended to crush the on site concrete debris and reused for backfill.



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

MASONRY TESTING & INSPECTIONS

PROJECT:

Nine Mile Creek Catered Living

Penn Ave. S. & Old Shakopee Rd. W.
Bloomington, MN

CONSTRUCTION PERIOD:

Start: April 2009
Completed: September 2010

OWNER:

U.S. Dept. of Housing & Urban Development
MN State Office Multifamily Housing Division
920 Second Avenue South, Suite 1300
Minneapolis, MN 55402

CLIENT:

Frana Companies
633 Second Street
Hopkins, MN 55343
Contact: Travis Unser, Project Manager
P: 952-935-8600
F: 952-935-8644



CEL Supervisor: Paul Gionfriddo, P.E.
(MN. Reg. No. 23093) - 26 years of experience.

PROJECT DESCRIPTION: New construction of a 400' x 71', 4 level apartment building with a 71 stall underground parking garage. Construction consisted of soil corrections for foundations and utility trenches, footings, CMU foundation walls, PC plank first level, wood framing above and a perimeter sidewalk.

SERVICES PROVIDED: Conducted lab and field tests for quality and conformance on soil, concrete, grout and masonry. Verified soil conditions for construction with 19 Portable DCP Tests and 51 Field Compaction Tests. Cast 8 sets of concrete cylinders, 3 grout samples and 1 mortar sample.

SPECIAL FEATURES: Reinforced Concrete Special Inspections and Reinforced Masonry Special Inspections were completed.

(Nine Mile Creek Catered Living)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

MASONRY TESTING AND INSPECTION SERVICES

PROJECT:

29th Avenue Apartments
3725 29th Avenue South
Minneapolis MN

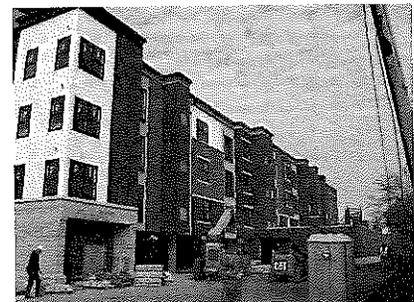
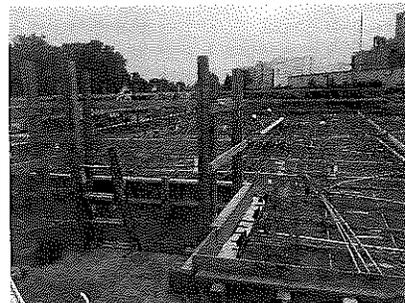
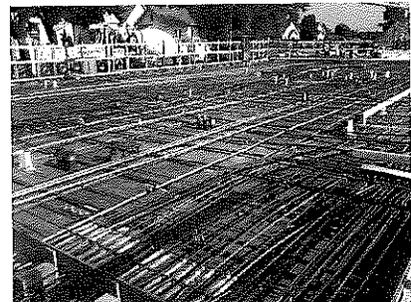
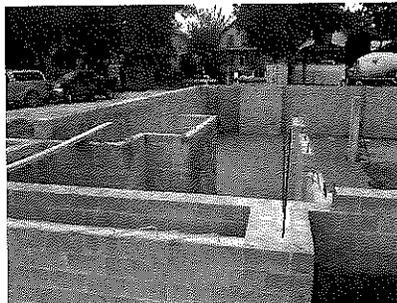
CONSTRUCTION PERIOD:

Started: April 2011
Completed: August 2012

CLIENT:

Klodt Incorporated
50 Groveland Terrace
Minneapolis MN 55403
Contact: John Bell, Owner
P: 612-374-1770
F: 612-374-1814

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.



PROJECT DESCRIPTION: The project consists of construction of four story apartment building at the Southeast corner of 37th Street East and 29th Avenue South in Minneapolis MN. The completed building will have underground parking. The structural system consists of wood framed construction over the PT slab supported by masonry foundation walls. The super structure load is transferred to the ground below with simple spread footing foundations. The building has plan dimensions of about 250 feet long and 110 feet wide.

SERVICES PROVIDED: Conducted laboratory and field tests for quality and conformance on soil, concrete and grout. The services include verification of the rebar placement and PT tendon installation. The PT stressing was monitored and documented.



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

SPECIAL FEATURES: Field verification of PT strand installation, monitoring the stressing operation and preparing the stressing logs.

(2011-11015 – 29th Avenue Apartment)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

Structural Steel Testing & Inspection

PROJECT:

ARCC Courtyard Addition
11200 Mississippi Boulevard
Coon Rapids, MN 55433

CONSTRUCTION PERIOD:

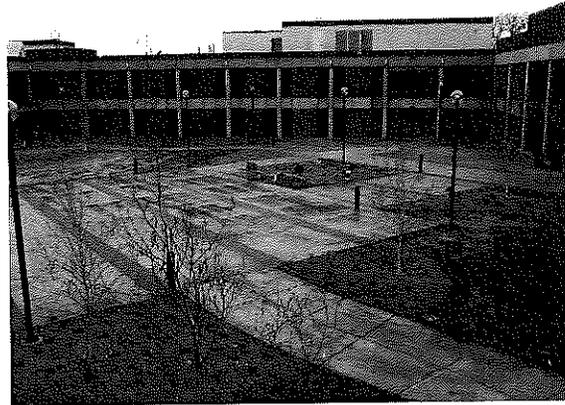
Started: March 2008
Completed: December 2008

OWNER:

ARCC Courtyard Addition
11200 Mississippi Boulevard
Coon Rapids, MN 55433

CLIENT:

Knight Inspections Services
840 Laurel Street South
Cambridge, MN 55008
Contact: Steve Knight, Owner
P: 763-689-0324
F: 763-689-6804



CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.

PROJECT DESCRIPTION: Project is an 85'x134', two level infill addition between the existing College Services building and Humanities building. Foundations consist of concrete spread footings, strip footings on the perimeter and concrete slab-on-grade. Structural framing is of steel columns, girder beams, CMU walls and a concrete composite second level deck. The roof is a steel deck over steel joists.

SERVICES PROVIDED: Verified soil conditions for construction and tested concrete. Cast 19 sets of concrete cylinders. Conducted lab and field tests for quality and conformance on soil, concrete and welded and bolted structural steel connections.

SPECIAL FEATURES: Special inspections were completed on concrete reinforcing and spray-applied fireproofing.

(ARCC Courtyard Addition)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

STRUCTURAL STEEL TESTING & INSPECTION

PROJECT:

Hiawatha Maintenance Facility
East 26th St. & Hiawatha Ave. South
Minneapolis, MN

OWNER:

City of Minneapolis
Public Works & Property Services
350 South 5th St., Room 223
Minneapolis, MN 55415

CLIENT:

City of Minneapolis
Public Works & Property Services
350 South 5th St., Room 223
Minneapolis, MN 55415
Contact: Paul Miller, Admin.
P: 612-673-3603
F: 612-334-1662

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.

CONSTRUCTION PERIOD:

Start: May 2009
Completed: April 2010



PROJECT DESCRIPTION:

New construction following selective demolition and site preparation for 115' by 189', 2 level office and maintenance building, 54' by 90' materials bin, parking bays and rain garden including concrete & bituminous site paving, slab-on-grade, PC slab, 2nd level masonry pilasters, CMU & PC wall panels, trench drains, steel joist and welded metal deck roof.

SERVICES PROVIDED: Conducted lab and field tests for quality and conformance on soil, concrete and grout. Verified soil conditions for construction with a Portable DCP Test and 222 Field Compaction Tests. Cast 46 sets of concrete cylinders and 3 grout samples. Steel Inspections were also completed. Sub-base and base compaction has been verified for paving using role tests. Bituminous compaction has been verified with 189 field densities.

Up-coming Services: Steel Inspection and Bituminous field compaction.

SPECIAL FEATURES: Reinforced Concrete Special Inspections and Reinforced Masonry Special Inspections were completed. Verified the flexural strength of an existing wooden beam by testing similar material.

(Hiawatha Maintenance Facility)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

STRUCTURAL STEEL TESTING & INSPECTION

PROJECT:

United Children's Hospital Expansion

333 North Smith Avenue
St. Paul, MN 55102

OWNER:

United Hospital
333 North Smith Avenue
St. Paul, MN 55102

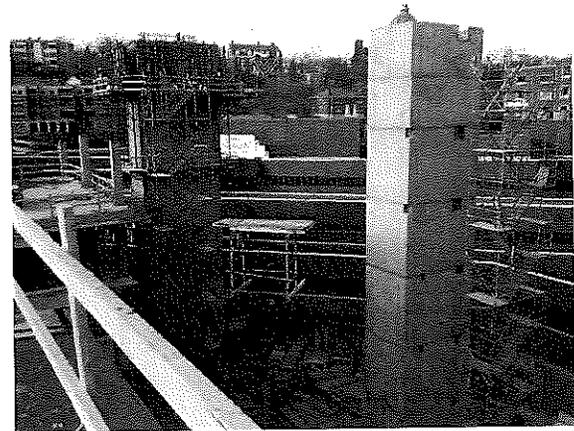
CLIENT:

United Hospital
333 North Smith Avenue
St. Paul, MN 55102
North Saint Paul, MN 55109
Contact: Richard Schreiner, Director of Facility
Operations
P: 651-220-8000
F: 651-223-2282

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.

CONSTRUCTION PERIOD:

Started: January 2009
Completed: July 2010



PROJECT DESCRIPTION: The construction of a new 6-story Tower, floor area roughly 197,000 sq. ft. in a portion of the site that was occupied by the ambulance garage, United Hospital's emergency department, access roadway to the existing parking ramp, access road to the children's main entrance and landscaped grounds. The ambulance garage and a portion of United Hospital emergency department was demolished to make room for the new building. The access roads were reconfigured. The tower structure is poured in place concrete pan joist construction. The project also included relocating existing heliport on hospital roof.

The foundation for future skyway between the tower and the future children's entry building is also included in this project to avoid excavating below heated drive lanes.

SERVICES PROVIDED: Verified Limestone Bedrock and soil conditions for construction. Conducted lab and field tests for quality and conformance on soil and concrete. Conducted special inspection of all structural concrete and steel erection .

SPECIAL FEATURES: Geotechnical Report completed. Recommended the safe allowable rock bearing capacity over the existing sand stone.

(United Children's Hospital Expansion)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

PAVEMENT TESTING & INSPECTION

PROJECT:

MN AIR NATIONAL GUARD
AIRCRAFT DE-ICING APRON
PROJECT QJKL 07905
614 MILITIA DRIVE, ST. PAUL, MN

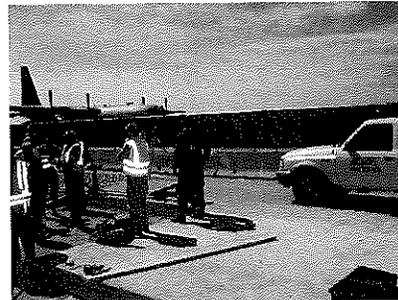
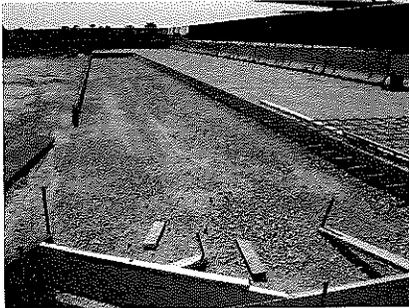
CONSTRUCTION PERIOD:

Started: November 2010
Completed: September 2011

CLIENT:

HAMLIN CONSTRUCTION
ON BEHALF OF US AIR FORCE
760 MILITARY HIGHWAY
MINNEAPOLIS MN 55450
Contact: Lee Krahenbuhl, Vice President
P: 651-646-2935
F: 651-646-6806

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.



PROJECT DESCRIPTION:

Replacement of 25,488 sqft of existing 11" thick aircraft apron pavement with new 17" thick pavement.. The new pavement was installed after compacting the granular sub grade and new 8" of class V.

SERVICES PROVIDED: Conducted all field tests on soil, concrete and bituminous pavement. Verified the granular sub grade and approved the existing condition after roll test and filed density tests. Verification of the top pavement surface with custom made straight edge.

SPECIAL FEATURES: Work in restricted and secured area. All concrete acceptance criteria was based on the flexural strength after casting 6"x 6" x 21" concrete beams. Verified the granular sub grade soil and approved the existing condition after roll test and field density tests. Verification of the top pavement surface with custom made straight edge.

(071-De-Icing Apron)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

PAVEMENT TESTING & INSPECTION

PROJECT:

Norwood Expansion Phase V
5151 Mounds view Drive
Red Wing, MN 55066

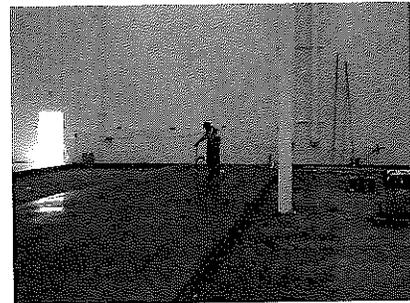
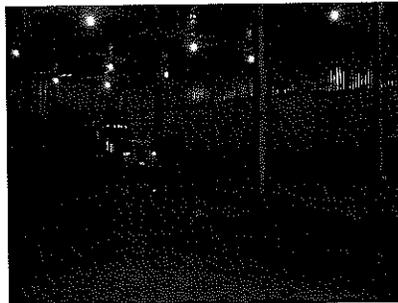
CONSTRUCTION PERIOD:

Started: March 2010
Completed: August 2010

CLIENT:

Norwood Promotional Products
5151 Mounds view Drive
Red Wing, MN 55066
Contact: Tim Dunford, Facility Manager
P: 651-388-1298
F: N/A

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.



PROJECT DESCRIPTION:

Construction expansion of 45,000 square foot high rack storage facility. The new storage racks are placed with a four feet six inches wide. The rack post load is 12,250 pounds. The rack posts are approximately at the corners of 4' X 8' foot print. At locations where the racks are back to back the spacing between rows of racks is one foot six inches with a clear aisle width of four feet six inches. A guided narrow isle lift is to be used to place the stored items on forty five feet high racks. The exterior walls are precast wall panels and extend 45 ft above grade. The existing building is supported on spread footings.

SERVICES PROVIDED: Conducted geotechnical exploration and recommended the fill placement for super flat floor with F80. Conducted laboratory and field tests for quality and conformance on soil, concrete and grout. Measurement of the floor flatness with dipstick for conformance of the project specifications and recommendation for grinding the high spots for the smooth run of the narrow isle lifts.

SPECIAL FEATURES: Completed Geotechnical Report prior to construction. Measurement of the floor flatness after the floor hardening of two hours and convey the floor flatness.

(2010- 065 Norwood Promotional Products)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

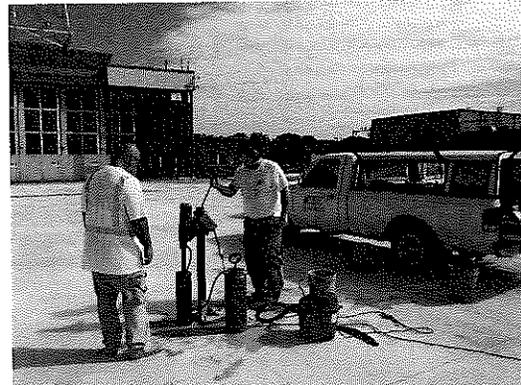
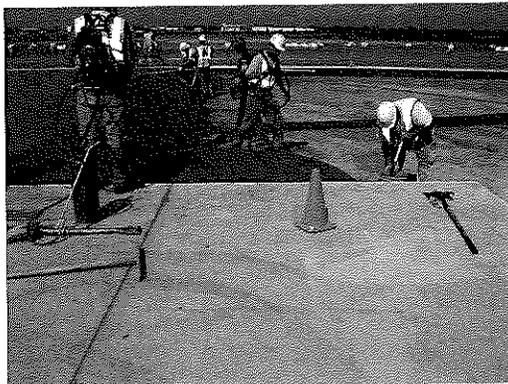
PAVEMENT TESTING & INSPECTION

PROJECT:
REPAIR 934 AIRCRAFT PARKING
PROJECT QJKL 11-0003
760 MILITARY HIGHWAY MPLS MN

CONSTRUCTION PERIOD:
Started: June 2011
Completed: August 2011

CLIENT:
MEISINGER CONSTRUCTION BEHALF OF US AIRFORCE
121 BRIDGEPORT WAY
SOUTH ST. PAUL MN 55075
Contact: Tom Meisinger Jr., Project Manager
P: 651-452-4778
F: 651-452-4868

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.



PROJECT DESCRIPTION:

Replacement of 64,000 square feet of existing 8 1/2" thick aircraft apron pavement with 16" thick concrete pavement. The new pavement was installed after compacting the top 12" of granular sub grade and new 8" of class V.

SERVICES PROVIDED: Conducted all field tests on soil, concrete and bituminous pavement.

SPECIAL FEATURES: Work in restricted and secured area. Verified the granular sub grade and approved the existing condition after roll test and field density tests. Verification of the top pavement surface with custom made straight edge.

(076- 934 Airlift Wing)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

FIREPROOFING/FIRESTOPPING TESTING & INSPECTION

PROJECT:

ARCC Studio Arts Building
11200 Mississippi Blvd
Coon Rapids, MN 55433

CONSTRUCTION PERIOD:

Started: June 2009
Completed: May 2010

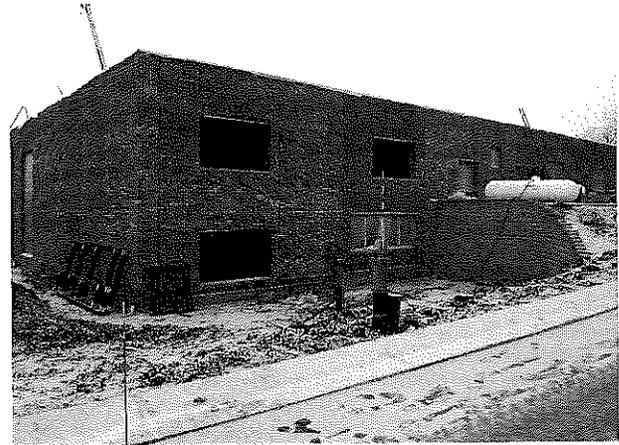
OWNER:

ARCC Studio Arts Building
11200 Mississippi Blvd
Coon Rapids, MN 55433

CLIENT:

ARCC Studio Arts Building
11200 Mississippi Blvd
Coon Rapids, MN 55433
Contact: Roger Freeman, Director of Facilities
P: 763-433-1378
F: 763-433-1211

CEL Supervisor: Paul Gionfriddo, P.E.
(MN. Reg. No. 23093) - 26 years of experience.



PROJECT DESCRIPTION:

The project consists of single level structure of varying width of 60' to 90' and 200' long new building with full basement. The super structure load is transferred to the soil below with simple spread foundation. Structural framing consists of below grade poured perimeter concrete wall and intermediate masonry wall supporting the precast hollow core planks for intermediate floor. The above grade masonry wall supports the bar joists, metal deck and conventional roof.

SERVICES PROVIDED: Verified the sub soil for conformance of the completed soil boring data and approved all foundation installation. CEL conducted the required special inspections as per the UBC for divisions of earth work, concrete, masonry and steel. The CEL technicians made periodical field visit and completed the laboratory and field quality control tests on soil, concrete and grout. CEL monitored the entire back filling with periodical laboratory gradation, proctor and field density tests. The AWS welding inspector verified the steel erection with periodical weld tests and bolt tightening. The fire proofing was verified with random thickness tests

(ARCC Studio Arts Building - Coon Rapids)



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

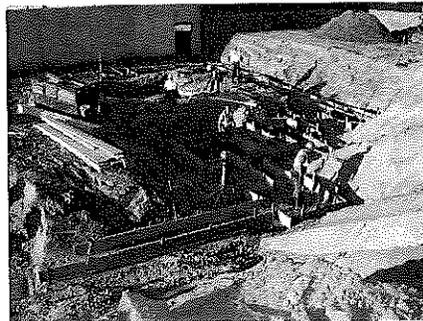
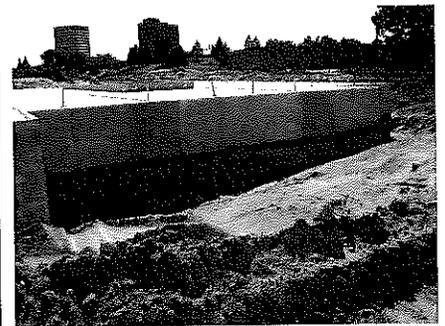
FIREPROOFING/FIRESTOPPING TESTING & INSPECTION

PROJECT:
HOPKINS GALLERY FLATS
8th Street
Hopkins, MN

CONSTRUCTION PERIOD:
Started: April 2013
Completed: July 2014

CLIENT:
KLODT INCORPORATED
50 Groveland Terrace
Minneapolis, MN 55403
Contact: John Bell, Owner
P: 612-374-1770
F: 612-374-1814

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.



PROJECT DESCRIPTION:

The project consisted of construction of two multi-story post tensioned concrete and steel framed buildings including below grade levels for parking

SERVICES PROVIDED: Inspected the installed fireproofing after application and curing for integrity, prior to its concealment. Ensured that actual thicknesses, densities, and bond strengths meet project requirements for specified ratings and conformed to Special Inspection requirements of the applicable Building Code. We



CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

test/measured Bond Strength in accordance with ASTM E736 after the fireproofing material set and dry. We measured Dry Density of the fire proofing materials as required by fire resistance design, and verified in accordance with ASTM E760 that no cracking, spalling or delaminations occurred.



CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

FIREPROOFING/FIRESTOPPING TESTING & INSPECTION

PROJECT:

HOLDEN BUILDING
607 Washington Ave. N.
Minneapolis, MN 55401

CONSTRUCTION PERIOD:

Started: December 2011
Completed: August 2012

CLIENT:

FRANA COMPANIES
633 Second Ave. S.
Hopkins, MN 55343
Contact: Travis Unser, Project Manager
P: 952-935-8600
F: 952-935-8664

CEL Supervisor: Paul Gionfriddo, P.E. (MN. Reg. No. 23093) - 26 years of experience.

PROJECT DESCRIPTION:

Project included renovating an existing 8-story, commercial/industrial building, with 7-levels above grade and 1 level below grade for parking. Renovations involved converting the building to include 120 apartment units.

SERVICES PROVIDED: CEL provided the special inspections for the intumescent paint (fire-proofing) applied to the structural steel beams and columns. CEL also provided the special inspections and construction materials testing for the concrete, masonry and structural welds and bolted connections.

Exhibit D1
State/Consultant Basic Services
Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence
\$2,000,000 – annual aggregate
\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Other; if applicable, please list _____
State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

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

Exhibit D1

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



CERTIFICATE OF LIABILITY INSURANCE

PALAN-1

OP ID: RA

DATE (MM/DD/YYYY)

11/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Minnesota Employers Ins. Svcs. Josh Anderson 2091 E County Rd D,Sulte B-100 Maplewood, MN 55109 Josh Anderson	CONTACT NAME: Josh P. Anderson PHONE (A/C, No, Ext): 651-756-1483 E-MAIL ADDRESS: joshanderson@mneis.com	FAX (A/C, No): 651-340-5721
	INSURER(S) AFFORDING COVERAGE	
INSURED Palanisami & Associates Inc. Construction Engineering Lab Inc. 5661 International Parkway New Hope, MN 55428	INSURER A : Liberty Mutual	NAIC #
	INSURER B : State Fund Mutual	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		BOP5723281	02/01/2014	02/01/2015	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
	<input checked="" type="checkbox"/> Contractual Liabi					PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY		BA 5723280	02/01/2014	02/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (PER ACCIDENT) \$	
						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CU 8933017	02/01/2014	02/01/2015	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000	
	DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		55252.202	12/12/2013	12/12/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	Y/N				OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> N				N/A	E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

Project: Testing & Inspection Services Master Contract - Swift Contract #15ATI/85262

CERTIFICATE HOLDER

CANCELLATION

STATE OF State of Minnesota Department of Administration 309 Administration Bldg - RECS 50 Sherburne Avenue St. Paul, MN 55155	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Christensen Group Insurance Resources Int'l. 11100 Bren Road West Minnetonka MN 55343	CONTACT NAME: Kelly Preston PHONE (A/C, No, Ext): (952) 653-1000 E-MAIL ADDRESS: kpreston@cg-iri.com	FAX (A/C, No): (952) 653-1101
	INSURER(S) AFFORDING COVERAGE	
INSURED PALANISAMI & ASSOCIATES, INC; 5661 International Pkwy Minneapolis MN 55428	INSURER A: Starr Surplus Lines Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14-15 - extend to 12/1/14 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Errors & Omissions Claims Made Policy			SLSLPRO262119-14	10/1/2013	12/1/2014	PER OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Testing and Inspection Services Master Contract - Swift Contract T#15ATI-85262

CERTIFICATE HOLDER

CANCELLATION

State of Minnesota Department of Administration - RECS 309 Administration Building 50 Sherburne Ave St. Paul, MN 55155	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 Eric Simmons/KP
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State Of Minnesota – Affirmative Action Certification

Exhibit E

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR) ~~or~~
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

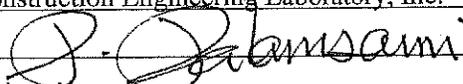
Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to **BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: Construction Engineering Laboratory, Inc. Date 10-02-2014

Authorized Signature:  Telephone number: 763-533-9534

Printed Name: P. Palanisami Title: President

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663 Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

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.

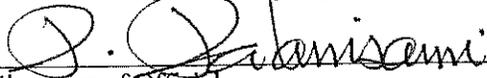
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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.

Construction Engineering Laboratory, Inc.
Organization Name

P. Palanisami, President
Name and Title of Official Signing for Organization

By: 
Signature of Official

10-02-2014
Date

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Construction Engineering Laboratory, 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 Minnesota Department of Administration Real Estate and Construction Services Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: Construction Engineering Laboratory, Inc.

Print authorized representative name: P. Palanisami Title: President

Authorized signature:  Date (mm/dd/yyyy): 10/2/2014

Notary Public

Subscribed and sworn to before me this:
2nd day of October, 2014


Notary Public signature

Jan 31, 2015
Commission expires (mm/dd/yyyy)

