

**STATE OF MINNESOTA**

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

<b>RECS Project ID.:</b>	<b>N/A</b>	<b>Project Mgr.:</b>	<b>Gordon Christofferson</b>	<b>Contract Specialist:</b>	<b>Talia Landucci Owen</b>
		<b>Control No.</b>	<b>48068</b>	<b>RFP Event ID (if applicable)</b>	<b>2-1931</b>
<b>Project Name : Construction Audit Master Contract</b>					

<b>Total Amount of Contract:</b>	<b>N/A</b>	<b>Amount of Contract First FY:</b>	<b>Vendor Number:</b>	<b>0000245179</b>
<b>Category Code:</b>		<b>Category Code:</b>	<b>Category Code:</b>	
<b>Account:</b>		<b>Account:</b>	<b>Account:</b>	
<b>Amount:</b>	<b>N/A</b>	<b>Amount:</b>	<b>Amount:</b>	

<b>Accounting Distribution 1:</b>	<b>Accounting Distribution 2:</b>	<b>Accounting Distribution 3:</b>
<b>Business Unit:</b>	<b>Business Unit:</b>	<b>Business Unit:</b>
<b>Accounting Date:</b>	<b>Accounting Date:</b>	<b>Accounting Date:</b>
<b>Fund:</b>	<b>Fund:</b>	<b>Fund:</b>
<b>DeptID:</b>	<b>DeptID:</b>	<b>DeptID:</b>
<b>AppropID:</b>	<b>AppropID:</b>	<b>AppropID:</b>
<b>Project ID:</b>	<b>Project ID:</b>	<b>Project ID:</b>
<b>Activity:</b>	<b>Activity:</b>	<b>Activity:</b>
<b>Amount:</b>	<b>Amount:</b>	<b>Amount:</b>

SWIFT Contract No: <sup>14ACA</sup> ~~T#1402A~~/71821

SWIFT Order: \_\_\_\_\_  
Number / Date/ See Signature Page

Number/Date/Entry Initials

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

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

**Contractor Name and Address:** **Construction Consulting Partners, Inc.**  
**PO Box 200**  
**Northfield, MN 55057-0200**

**Contract Execution Date:** 03/05/2014  
**Contract End Date:** 11/30/2015

(\*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:** **Randall E. Lutz**  
**Contact Person Phone:** **507.664.0202**  
**Contact Person Fax:** **507.664.0404**  
**Contact Person Email:** **rlutz@ccpartners.com**

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

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Construction Consulting Partners, Inc., PO Box 200, Northfield, MN 55057-0200 ("Consultant").

**Recitals**

1. Under Minnesota Statute § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of construction auditing 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, subd. 2. **The Consultant must not accept work under this master contract until this master contract is fully executed and the Consultant has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.**
- 1.2 **Work Order Contracts.** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.
- 1.3 **Expiration Date:** November 30, 2015.
- 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

**2 Scope of Work**

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

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

**A. Contract Compliance Audit:**

1. Test and monitor controls per the base contract, the State's General Conditions, and any applicable amendments.
2. Review payment applications.
3. Test for contract compliance
4. Test and evaluate change orders
5. Identify potential over-charges and recommend action to the Owner
6. Recommend control improvements during the audit process
7. Visit the site at least every three months during periods of major activity.

**B. Contract Compliance Audit services should include but are not limited to:**

1. Verification of all project costs incurred by the Consultant, including proper payroll, overhead, and administrative costs.
  - Craft & Staff Labor hours, wages and / or stipulated rates charged to the construction project (including compliance with Davis-Bacon Act prevailing wage laws).

SWIFT Contract No. 71821

T-Number: ~~1402A~~ 14ACA

Control Number: 48068

- Labor Burden costs such as employee benefits, Federal & State Unemployment Insurance, workers' compensation, and other labor burden cost elements charged to the project.
  - Materials & Equipment costs charged to the project.
  - Subconsultants' costs charged to the project.
  - Consultant Owned Equipment Rentals charged to the project.
  - Small Tools and other construction costs charged to the project.
  - General Liability and other insurance costs charged to the project.
  - Home Office Overhead costs charged to the project.
  - Fees and mark-ups of any kind charged to the project.
  - Bond expenses
2. Verification of proper sales and use tax charges.
  3. Verification of proper math and methods used by the Consultant to develop the final billing, including proper credits for discounts or refundable deposits.
  4. Verification that proper bidding procedures were followed for subconsultants.
  5. Reconciliation of all alternates and allowances.
  6. Verification that all cost charged to the job were incurred for this job and that any unused materials or tools are properly credited to the owner.
  7. Reconciliation of the "guaranteed-maximum" and "savings that accrue to the Owner" per the contract.
  8. Verification of all change order costs to confirm that:
    - None are base scope-related;
    - All change order calculations are applied accurately per the terms of the contract
    - When appropriate, calculations are based upon actual costs, not "estimates".
  9. Verification of proper contingency use and documentation per the contract
  10. Final project cost reconciliation.
  11. Support during negotiation for adjustments based on audit findings.
  12. Review financial reports submitted by the CM.

C. Project Close-Out Audit:

1. Determine if obligations to subconsultants and suppliers have been satisfied
2. Review back-charges and buy-outs
3. Identify potential over-charges and recommend action to the Owner
4. Reconcile final billing and verify final billing accuracy
5. Provide final report to the owner with any recommendations for action

D. Special Tasks

1. Tasks that utilize the special skills and experience of the construction auditor. This may include, but are not limited to:
  - Review of specific construction cost proposals (Supplemental Agreements). May be a part of a project that otherwise is not being reviewed by construction auditor.
  - Review of construction contracts and cost control procedures for the purpose of refining or special tailoring of requirements so as to facilitate auditing and construction cost control after those documents are put into use.
  - Review of any other costs charged by a consultant or vendor.
  - Assistance with negotiations over proposed costs.

E. Other related services

The Consultant understands that only the receipt of a fully executed work order contract authorizes the Consultant to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is

fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Consultant. A sample work order contract is attached and incorporated into this master contract as Exhibit A.

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

### 3 Time

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

### 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services satisfactorily performed by the Consultant for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$2,000,000.00. All costs will follow the Consultant's fee schedule attached as Exhibit B and incorporated into this agreement. The Consultant may revise its fee schedule once a year after June 30, 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.

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

If included in hourly rates, travel and subsistence expenses actually and necessarily incurred by the Consultant as a result of any work order contract will be in same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. A copy of the Commissioner's Plan is available on the web at: <http://www.mmb.state.mn.us/comp-commissioner> (click on "Commissioner's Plan" in the right side column). The Consultant will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. If during the course of the work, it is determined that subconsultant(s) are needed, their costs, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost.

#### 4.2. Payment

(A) **Invoices.** The State will promptly pay the Consultant after the Consultant presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.

(B) **Retainage.** Under Minnesota Statute § 16C.08, subdivision 5(b), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Consultant has satisfactorily fulfilled all the terms of the work order contract.

### 5 Conditions of Payment

All services provided by the Consultant under a work order contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Consultant will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

### 6 Authorized Representatives and Project Managers

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

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

The Consultant's Authorized Representative is Randall E. Lutz, Principal, 507.664.0202. If the Consultant's Authorized Representative changes at any time during this master contract, the Consultant must immediately notify the State.

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

**7 Assignment, Amendments, Waiver, and Contract Complete**

7.1 **Assignment.** The Consultant may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.

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

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

7.4 **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Consultant. 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 Consultant, or Consultant's agents or employees, the Consultant 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 Consultant'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 Consultant 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 Consultant's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

**10 Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Consultant and State must comply with the Minnesota Government Data Practices Act, Minnesota StatuteCh. 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 Consultant 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 Consultant or the State.

If the Consultant receives a request to release the data referred to in this Clause, the Consultant must immediately notify the State. The State will give the Consultant 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 Consultant, its employees, agents, and subConsultants, 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 Consultant, its employees, agents, or subConsultants, 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 Consultant 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 Consultant assigns all right, title, and interest it may have in the Works and the Documents to the State. The Consultant 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 Consultant, including its employees and subConsultants, in the performance of the work order contract, the Consultant 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 Consultant 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 Consultant nor its employees, agents, or subConsultants retain any interest in and to the Works and Documents. The Consultant 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 Consultant will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Consultant'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 Consultant 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 Consultant's or the State's opinion is likely to arise, the Consultant 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 Consultant has More than 40 Full-time Employees in Minnesota or its Principal Place of Business**

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

11.1 *Covered Contracts and Consultants*. If the Contract exceeds \$100,000 and the Consultant employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the

state where it has its principle place of business, then the Consultant must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A Consultant covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

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

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 Consultant's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

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

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

(C) **Consequences.** The consequences for the Consultant's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a

certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

- (D) *Certification.* The Consultant hereby certifies that it is in compliance with the requirements of Minnesota Statute§ 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 12 **Workers' Compensation and Other Insurance**

Consultant certifies that it is in compliance with all insurance requirements specified in Exhibit D1.

Further, the Consultant certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Consultant's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

## 13 **Publicity and Endorsement**

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

13.2 *Endorsement.* The Consultant 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 Subconsultants**

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

## 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 Consultant agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Consultant, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no Consultant, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated

by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

## 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 Consultant. Upon termination, the Consultant 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 Consultant. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Consultant 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 Consultant 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 Consultant consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Consultant to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

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

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

## 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 Qualifications

Exhibit D1: State Insurance Requirements

Exhibit E: Affirmative Action Certification

Exhibit F: Certification Regarding Lobbying

Exhibit G: Not Used

Exhibit H: Not Used

Exhibit I: Affidavit of Noncollusion

SWIFT Contract No. 71821

T-Number: 1402A 14ACA

Control Number: 48068

IN WITNESS WHEREOF State has caused this Agreement to be duly executed in its behalf and the Consultant has caused the same to be duly executed on its behalf.

**1. CONSULTANT - Construction Consulting Partners, Inc.**

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

By: [Signature]  
Printed Name: BONNAYE E. CUTZ  
Title: PRINCIPAL  
Date: FEB 26, 2014

**2. STATE AGENCY - Department of Administration**

By: [Signature]  
(with delegated authority)

Printed Name: Gordon Christofferson

Title: Project Operations Manager

Date: 3/4/14

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: [Signature]  
Date: 03/05/2014  
#37336

## Exhibit A

### SAMPLE STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its \_\_\_\_\_ ("State") and \_\_\_\_\_ ("Consultant"). This work order contract is issued under the authority of Master Contract T-Number \_\_\_\_\_, SWIFT 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 Consultant must not begin work under this contract until this contract is fully executed and the Consultant 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 Consultant's Duties

The Consultant, who is not a state employee, will: \_\_\_\_\_.

#### 3 Consideration and Payment

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

(A) *Compensation.* The Consultant will be paid \_\_\_\_\_.

(B) *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Consultant as a result of this work order contract will not exceed \$N/A \_\_\_\_\_.

(C) *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Consultant under this work order contract will not exceed \$ \_\_\_\_\_.

3.2. *Invoices.* The State will promptly pay the Consultant after the Consultant presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced 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 Consultant's Project Manager is \_\_\_\_\_. If the Consultant's Project Manager changes at any time during this work order contract, the Consultant must immediately notify the State.

**SIGNATURES AS REQUIRED BY THE STATE.**

## Exhibit B



**MN Department of Administration  
Real Estate and Construction Services  
Master Contract Construction Audit Proposal  
Projected Fee Rates for Construction Consulting Partners, Inc.  
(For the period Dec. 1, 2013 – June 30, 2015)**

<b>Randall E. Lutz, Principal</b>	<b>\$124.00/Hour*</b>
<b>Elizabeth A. Closner, Principal</b>	<b>\$124.00/Hour*</b>
<b>Mary P. Closner, Assistant</b>	<b>\$68.00/Hour*</b>

\*Per RFP, this figure includes reimbursables for the period described, and considers comments in all 5 Addenda. Any other reimbursables authorized by the Department of Administration would be billed at the published Commissioner's rate, per RFP and Addenda.

## EXHIBIT C - QUALIFICATIONS PROPOSAL

<p style="text-align: center;"><b>STATE OF MINNESOTA REAL ESTATE AND CONSTRUCTION SERVICES (State) Qualifications and General Requirements Information</b></p>	<p><b>1. PROJECT:</b> Construction Auditing Services</p>
<p><b>2. RESPONDER'S NAME &amp; ADDRESS (include 9-digit zip code):</b>          1. Construction Consulting Partners, Inc.          PO Box 200          Northfield, MN 55057-0200</p>	<p><b>2d. NAME, TITLE &amp; TELEPHONE NUMBER PERSON SIGNING PROPOSAL (see Section 8):</b>          Randall E. Lutz          Principal          507.664.0202</p>
<p><b>2a. COUNTY OF RESPONDER'S LOCATION:</b> Rice County</p>	<p><b>2e. RESPONDER'S (CONTACT) TELEPHONE NO.:</b> 507.664.0202</p>
<p><b>2b. RESPONDER'S STATE VENDOR NO. :</b> 0000245170_1</p>	<p><b>2f. RESPONDER'S FAX NUMBER:</b> 507.664.0404</p>
<p><b>2c. DATE FIRM ESTABLISHED:</b> May 2002</p>	<p><b>2g. RESPONDER'S EMAIL ADDRESS:</b> <a href="mailto:rlutz@ccpartners.us.com">rlutz@ccpartners.us.com</a></p>
<p><b>3. RESPONDER'S STATEMENT OF INTEREST TO PERFORM THE SERVICES AS INDICATED IN THE RFP:</b></p> <p>Randall Lutz and Elizabeth Closner have combined experience exceeding 70 years in providing Owner's Representative, Project Management, Cost control, and Facilities Management and consulting. Randy is a licensed structural engineer and Beth is trained as an architect, but not licensed. We have performed hundreds of projects with full authority over spending both as Owners and as consultants. We have performed full audits on hundreds of projects as Owners (Facilities Manager at Trane Company and Director of Engineering at Carleton College, and Senior Project Manager at Arizona State University and Carleton College), and have managed scores of project budgets to billing and invoicing levels as consultants. Our responsibility as Owners required us to provide original project budgets and to control each expenditure and qualify every dollar being allocated to the project. Using that same philosophy, we have transferred that in-depth budget control to projects we managed for others as well. Our expansive experience and technical knowledge are leveraged in the Owner's favor as we examine and verify Owner expenditures in their major capital and expense project investments. These tasks are essential and fully appreciated by all parties; design professionals, contractors, suppliers, and consultants all are in business to make money on their contribution, but they also understand that the costs for those goods and services should be commensurate to that which was provided.</p>	

**3a. RESPONDER'S STATEMENT ON AVAILABILITY TO START WORK PROMPTLY UPON EXECUTION OF CONTRACT AND TO PROMPTLY DELIVER SERVICES:**

Construction Consulting Partners, Inc. (CC Partners) is a small firm and is therefore very capable of adjusting work schedules to accommodate changing priorities. Because the owners of CC Partners are the active employees, we can revise task assignments and allocate necessary resources to meet the needs of the Department of Administration.

**4. TEAM PROPOSED FOR THIS PROJECT**

NAME	POSITION (Also, identify if working with team as sub consultant or on contract basis)	HAS PERSON WORKED WITH RESPONDER BEFORE?
A. Randall E. Lutz, P.E.	Principal	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
B. Elizabeth A. Closner	Principal	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
C. Mary P. Closner	Assistant	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
D.		<input type="checkbox"/> YES <input type="checkbox"/> NO

**5. RESPONDENT'S TEAM QUALIFICATIONS**

Team member "A" from Section 4, above.

Name of Individual \_\_Randall E. Lutz

Number of audits for projects with construction cost exceeding \$5 Million dollars \_\_60+ (as Owner); 30+ (as consultant)

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

Audits performed below utilized CC Partners' mechanisms which may be slightly different than the format defined in the RFP. This is provided as an additional part of our service (at no additional cost) as Owner's Representative, which differentiates us from our competition. This is a benefit of our service to the Owner.

In addition, we have used your format successfully for the University of Minnesota's Southeast Steam Plant Rehabilitation in 2004-2005.

Construction Cost : \$10,000,000

Duration of Audit: 4 months

Contracting Model: Construction Manager at Risk

Please see discussion in Paragraphs #6 and #7 which provide additional information on contract and cost management.

1. Project \_\_Lourdes High School  
Owner \_\_Rochester Catholic Schools  
Construction Cost \_\_\$29 million  
Duration of Audit\_\_Course of Project (24 months)  
Contracting Model \_\_CM@R
2. Project \_\_Academic Partnership Center  
Owner \_\_Normandale Community College  
Construction Cost \_\_\$20 million  
Duration of Audit\_\_Course of Project (18 months)  
Contracting Model\_\_CM@R
3. Project \_\_Center for Business and Technology  
Owner \_\_North Hennepin Community College  
Construction Cost \_\_\$16 million  
Duration of Audit\_\_Course of Project (17 months)  
Contracting Model \_\_General Contractor (Design/Bid/Build)
4. Project \_\_Kopp Student Center Addition and Renovation  
Owner \_\_Normandale Community College  
Construction Cost \_\_\$15 million  
Duration of Audit\_\_Course of Project (20 months)  
Contracting Model\_\_General Contractor (Design/Bid/Build)

Team member "B" from Section 4, above.

Name of Individual \_Elizabeth A. Closner

Number of audits for projects with construction cost exceeding \$5 Million dollars \_\_30+ (as Owner): 30+ (as consultant)

List at least four audits completed within the last five years that exceed the above construction cost, that are for public or large institutional clients. Also list Construction Cost, Owner, Duration of Audit, Contracting Model (CM at Risk, Design/Build, Design/Bid/Build, Other – Describe)

Audits performed below utilized CC Partners' mechanisms which may be slightly different than the format defined in the RFP. This is provided as an additional part of our service (at no additional cost) as Owner's Representative, which differentiates us from our competition. This is a benefit of our service to the Owner.

In addition, we have used your format successfully for the University of Minnesota's Southeast Steam Plant Rehabilitation in 2004-2005.

Construction Cost : \$10,000,000

Duration of Audit: 4 months

Contracting Model: Construction Manager at Risk

Please see discussion in Paragraphs #6 and #7 which provide additional information on contract and cost management.

1. Project \_Surgery and Reprocessing Relocation  
Duration of Audit\_ Course of Project (24 months)  
Owner \_Gillette Children's Specialty Healthcare  
Contracting Model \_CM@R  
Construction Cost \_\$20 million
2. Project \_New Imaging Wing  
Duration of Audit\_ Course of Project (11 months)  
Owner \_\_ Gillette Children's Specialty Healthcare  
Contracting Model \_CM@R  
Construction Cost \_\$11 million
3. Project \_New PICU  
Duration of Audit\_ Course of Project (8 months)  
Owner \_\_ Gillette Children's Specialty Healthcare  
Contracting Model \_CM@R  
Construction Cost \_\$5 million

4. Project \_\_Allied Health Remodel

Duration of Audit\_\_ Course of Project (8 months)

Owner \_St. Cloud Technical and Community College

Contracting Model \_General Contractor (Design/Bid/Build)

Construction Cost \_\$5.5 million

Use additional pages if more team members.

## 6. PROJECT ACCOMPLISHMENTS AND EXPERIENCE

**\*\* NOTE: This section must NOT exceed four pages. \*\***

1. What is the largest, in terms of construction cost, audit that person "A", as cited in Exhibit C, Section 4, has participated in? (*Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.*)

Largest, and most recent project involved a new private non-profit high school in southern Minnesota. The project was constructed by a CM@R, and Randy Lutz was the Owner's Representative (OR) in an expanded role. Responsibilities included negotiation of the contract language with the CM@R on behalf of the Owner, and presenting language changes for approval by Owner's Board, Board of Trustees, Finance Committee, lending institutions, and legal counsel. In addition, contract costs were similarly negotiated, including all alternates and potential value-added substitutions offered by subcontractors. He was responsible for vetting selected subcontractors, reviewing all bids and/or negotiated fees/costs, setting up agency purchasing agreement for materials purchases, and coordination of labor and material schedule of values with CM@R. Total project budget was \$34,000,000, and funded with campaign funds, sale of property, loans, and gifts. All needed to be administered properly to maintain both legal and fiscal control. We provided the project budget, including format of all categories of income and expenditures, with codes for each line item. This budget was used as the instrument for full management and control of project funds.

Each Payment Application from the CM@R included all back-up information from all suppliers and subcontractors for review and approval. Expenditures made directly by the Owner for the project were properly reviewed, approved and verified. All Proposal Requests were reviewed with the A/E for scope and cost responsibility. Pricing from all contractors and suppliers were analyzed before accepting. Those which were questioned were rejected at once and were revisited until cost or scope was adjusted – in some cases, both. Labor rates were reviewed with each payment application as were OH&P markups. Incidental costs were verified and limited to actual tasks.

This project was constructed on a difficult parcel of land which had significant soil correction issues and drainage/wetland components, and had been prepared earlier by the former landowner. Because of this, significant coordination was needed with both the City and the State, including fees and permits. There were, as a result, unexpected costs and assessments. As part of our involvement, we also were able to find opportunities to obtain relief in some charges because of the way the project site was developed. Our review allowed the owner to save/defer \$55,000 as a result.

The Owner had allowed us unprecedented control over the activities of the project, subject, of course to Board approval, which enabled us to work inside of the budget and perform analysis in real time. This resulted in remarkably few post-construction audit issues, and also permitted the project to come in well under budget. The cooperation among the CM, A/E, Owner, and OR was clearly among the best we have seen. The result was a building which was completed two months early and well under budget. The project final audit, conducted by the Owner's auditing firm, found no issues with the project accounting.

2. What is the most challenging audit that person "A", as cited in Exhibit C, Section 4, has worked on? *(Please describe what made this project most challenging, how challenges were approached)*

Please See #1 above. Because of the broad involvement at the very beginning of the project, and the depth of that involvement, made this project the most challenging, but also the most rewarding because issues were managed in real time, not following discovery. This not only saved the Owner considerable dollars, but our time was immensely more efficient and less costly to the Owner. However, performing audit activities while conducting other tasks did compress available time and presented some conflicts where these tasks competed for attention and action.

3. What is the largest, in terms of construction cost, audit that person "B", as cited in Exhibit C, Section 4, has participated in? *(Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.)*

The \$20 million relocation of the Surgery Suite and Reprocessing was clearly the most complicated to track and audit, as well as to manage. The Gillette Children's Speciality Healthcare hospital is located within the Regions Hospital in St. Paul, and thus shares many systems, spaces, and processes. The move of the Gillette Operating Rooms was to a space recently vacated by Regions, so separation of costs for dismantling of Regions spaces and breaking out those costs, as well as securing new lease costs were complex. In addition, all utilities are shared, so changes to power, medical gases, and HVAC involved participation of both entities, and, again, careful tracing of expenditures and assignments of responsibility. We worked closely with physical plant and accounting staffs of both hospitals, as well as with all contractors to be certain that each task was clearly allocated to a specific cost center, which we verified. Using CM@R, we were able to see all costs openly and worked very closely with the CM to control expenditures and to see that even consumables were properly allocated. Because of the extraordinary type of work, this project was nearly a 24/7 process, which meant that premium pay was involved for labor and expedited materials. This required careful tracking of hours and premiums, and how the costs were allocated. For example, because the urgency was Gillette's, premium costs needed to be fully covered by Gillette, even if the work (or material) was assignable to Regions. To help separate costs, we worked with the A/E to clearly delineate work scope wherever possible; this aided the contractors, as well as Gillette and Regions. We also met with Regions and Gillette Facilities and Financial Departments before the start of the project to map out a strategy to keep costs isolated, and also a mechanism to track spending as it occurred. In addition to the construction, specialized hospital equipment was purchased. We assisted with RFP's, purchasing and deliveries. We also tracked all equipment cost, including all of the special additional costs which invariably included due to the very specialized type of surgery Gillette provides. These pieces of equipment also required very sophisticated utilities and services for installation and operation, and again, we needed to keep these costs isolated, since they were related to the equipment, not the function of the hospital. The Owner gave us full capability to handle these tasks and we were able to contain costs and provide an excellent accounting of the dollars spent on this project.

4. What is the most challenging audit that person "B", as cited in Exhibit C, Section 4, has worked on? *(Please describe what made this project most challenging, how challenges were approached)*

Please see #3 above. Because all projects at the Hospital are challenging, we are always planning ahead for budget control and working to streamline the audit process. We had learned a great deal from the Imaging project which preceded the Surgery project. We found better access to the contractor and A/E, and improved the communication between the two hospitals. More meetings were held jointly, and, as we noted, we created mechanisms for better tracking of spending. Perhaps the most rewarding was a vastly improved relationship of the two hospitals and the working staffs of each. The cooperation now is excellent and subsequent projects have been very smooth.

- **Owners** – CC Partners principals, Beth Closner and Randy Lutz, have been Owners. Beth Closner has been the Senior Project Manager at Arizona State University and Carleton College. Randy Lutz has been Facilities Manager at the Trane Company and Director of Engineering at Carleton College. We have managed our own facilities, budgets, personnel, and had full responsibility for vetting expenditures. When at educational facilities, we had the additional responsibility to assure that expenditures always met the non-profit test. When at for profit business, we had responsibilities to clearly distinguish between capital investment expenditures and those meeting operating or expense criteria in addressing business tax code requirements.
- **Excellent Credentials** – CC Partners staff is professionally trained, with years of project management and budget control.
- **Comprehensive Expertise** - Randy Lutz has overseen all operations, including utilities, utilities distribution and utility expansion on large campuses. We use this expertise to review expenditures for these components as well as the more obvious architectural and structural elements. These include those associated with utility controls, commissioning, training and operational issues related to both mechanical and electrical systems. We understand where resources are expended and the appropriate value of those resources. We can look for disparities in these areas where others with less technical knowledge would be unable to make judgments.
- **Compliance with Project Parameters** – CC Partners never loses sight of the Owner's expectations – we have the skills to deliver an audit which clearly highlights the compliant and non-compliant components, and offers solutions to those failing to meet test requirements.
- **Teamwork** – Teamwork is always necessary to a successful project. We work collaboratively, utilizing our leadership skills to draw the best out of each team member. Mutual cooperation, communication, and execution by each team member will be expected.
- **Budgetary Expertise** - CC Partners provides cost estimating to a variety of Owners and architects – we use this expertise to see that any and all costs changes are subject to close scrutiny. Our expertise will be utilized in all aspects of the audit process.
- **Area of Expertise** - CC Partners forte is Owner's Representation – we do not provide design services or contracting services. This is our specialty.
- **Experience** – CC Partners has over 70 years of combined experience in hands-on, day-to-day management of projects, processes and people. Our training, background, and experience place us in a position few others might be able to match. We have the technical knowledge, the operational knowledge, the administrative knowledge, and the fiscal skills to properly and thoroughly analyze a project, and provide meaningful conclusions, with directions, recommendations, and/or assurances that the project has been competently vetted.
- **Diversity of Projects** – CC Partners principals have worked on a wide variety of public and private projects: K-12 educational facilities, such as elementary, middle, and high schools; college academic, research, food service, student unions, dormitories, recreation centers and physical education facilities, swimming pools, and stadiums; governmental facilities such as city halls, law enforcement centers, fire stations, county office buildings, courthouses, detention centers/prisons, recreational buildings, swimming pools, county garages, materials recovery facilities, libraries, and community centers; manufacturing facilities such as factories, testing facilities, research centers, computing centers, office buildings, warehouses, development facilities, utility plants; in healthcare, hospitals (and specialty build-outs within these facilities, such as operating rooms, reprocessing, intensive care wards, emergency rooms, imaging, clinics), assisted living, nursing homes, and modernized patient rooms; and specialty facilities such as churches, historic buildings, railroad sidings and loading facilities, retail spaces, residential spaces, and utility/power generation and distribution. We have also performed investigations as expert witnesses in legal cases.

8. PLEASE ANSWER THE QUESTIONS LISTED BELOW, TO CONFIRM SPECIFIC ELIGIBILITY REQUIREMENTS.

- a. I have read and agree to the State's Standard Professional / Technical Services Contract (  ) Yes (  ) No
- b. A Certificate of insurance will be provided in accordance with State's Standard Professional/Technical Services Contract, if awarded project (  ) Yes (  ) No
- c. A signed Affidavit of Non-collusion is attached. (  ) Yes (  ) No
- d. A completed and signed Affirmative Action Data Page is included with this proposal (  ) Yes (  ) No
- e. Foreign outsourcing (  ) will (  ) will not be involved in the delivery of contract services.

Authorized Signature:



(Signature of person identified in Section 2)

(  ) corporate officer\* (  ) partner\* (  ) sole proprietor  
 \*provide copy of corporate resolution or by-laws

Firm is registered in Minnesota as a:

(  ) Corporation (  ) LLP (  ) Other \_\_\_\_\_

MN Tax ID No. 5961659

FED Tax ID No. 02-0584383

MN Vendor No. 20041643400  
 (required for contract)

Randall E. Lutz  
 (Typed Name)

Secretary, Treasurer  
 (Typed Title)

November 6, 2013  
 Date:

END OF EXHIBIT C



**Exhibit D1**  
**PROFESSIONAL/TECHNICAL CONTRACTS**  
**GENERAL 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, to the extent permitted by law

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

## Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

#### 4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance [EXCLUDED]**

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

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

#### C. Additional Insurance Conditions:

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

## Exhibit D1

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

## Exhibit E

### State Of Minnesota – Affirmative Action Certification

**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 CONSULTING PARTNERSHIP Date: Nov. 5, 2013

Authorized Signature: [Signature] Telephone number: 507-669-0202

Printed Name: RANDALL E. LUTZ Title: SEC/TREAS.

**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

# Exhibit F

## CERTIFICATION REGARDING LOBBYING For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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 CONSULTING PARTNERS, INC  
Organization Name

RANDALL E. LUTZ Sr./Treas  
Name and Title of Official Signing for Organization

By: [Signature]  
Signature of Official

NOV 5, 2013  
Date

# Affidavit of Noncollusion

State of Minnesota  
Request for Proposals

Firm Name:

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

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

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

**Authorized Signature**

Responder's firm name: CONSTRUCTION CONSULTING PARTNERS, INC.  
 Print authorized representative name: RANDALL E. LUTZ Title: SEC/TREAS  
 Authorized signature: [Signature] Date (mm/dd/yyyy): 11/05/2013

**Notary Public**

Subscribed and sworn to before me this: 5th day of November, 2013

[Signature]  
Notary Public signature

1-31-2015  
Commission expires (mm/dd/yyyy)

