

STATE OF MINNESOTA

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

RECS Project ID.:	N/A	Project Mgr.:	Gordon Christofferson	Contract Specialist:	Talia Landucci Owen
		Control No.	48069	RFP Event ID (if applicable)	2-1931
Project Name : Construction Audit Master Contract					

Total Amount of Contract:	N/A	Amount of Contract First FY:		Vendor Number:	0000384495
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:	Project ID:	Project ID:
Activity:	Activity:	Activity:
Amount:	Amount:	Amount:

SWIFT Contract No: 14ACA
~~T#1402A/71820~~
 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.15and 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: **C&M Construction Consultants, Inc.**
13793 89th Place North
Maple Grove, MN 55369

Contract Execution Date: 12/13/2013
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: **Paul Wallerus**
Contact Person Phone: **763.416.2293**
Contact Person Fax:
Contact Person Email: **pwallerus@embarqmail.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 C&M Construction Consultants, Inc., 13793 89th Place North, Maple Grove, MN 55369 ("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).

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

Control Number: 48069

- 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 Paul Wallerus, Principal, 763.416.2293. 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 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 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

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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 - C&M Construction Consultants, 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: 
Printed Name: Paul Wallerus
Title: Principal
Date: 12/06/2013

2. STATE AGENCY – Department of Administration

By: 
(with delegated authority)
Printed Name: Gordon Christofferson
Title: Project Operations Manager
Date: 12/10/13

3. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

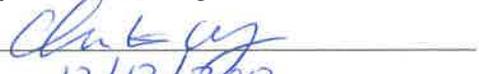
By: 
Date: 12/13/2013
36620

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



ATTACHMENT 1

State of Minnesota Audit RFP RESPONDENT'S TEAM HOURLY RATES 2013/2014/2015

Hourly rates for construction audit services, all rates include all reimbursable expenses (Mileage, Copies, Travel, Meals and etc.)

2013 Rates (Rates Expire 12-31-2013)

Position	Name	Rate
Principal/Lead	Paul Wallerus	\$125.00
Senior Auditor	Jeff Sheriff	\$115.00
Auditor	Mark Utz	\$95.00

2014 Rates (Rate from 1-1-14 to 12-31-2014)

Position	Name	Rate
Principal/Lead	Paul Wallerus	\$125.00
Senior Auditor	Jeff Sheriff	\$120.00
Auditor	Mark Utz	\$100.00

2015 Rates (Rates from 1-1-15 to 11-30-15)

Position	Name	Rate
Principal/Lead	Paul Wallerus	\$130.00
Senior Auditor	Jeff Sheriff	\$125.00
Auditor	Mark Utz	\$100.00

Rates are the same we have used on previous State of Minnesota work in 2012/13

EXHIBIT C - QUALIFICATIONS PROPOSAL
C&M Construction Consultants, Inc

<p>STATE OF MINNESOTA REAL ESTATE AND CONSTRUCTION SERVICES (State) Qualifications and General Requirements Information</p>	<p>1. PROJECT: Construction Auditing Services 2000001931</p>
<p>2. RESPONDER'S NAME & ADDRESS (include 9-digit zip code): C&M Construction Consultants, Inc 13793 89th Place North Maple Grove, MN 55369</p> <p>2a. COUNTY OF RESPONDER'S LOCATION: Hennepin</p> <p>2b. RESPONDER'S STATE VENDOR NO. :0000384495</p> <p>2c. DATE FIRM ESTABLISHED: November 2003</p>	<p>2d. NAME, TITLE & TELEPHONE NUMBER PERSON SIGNING PROPOSAL (see Section 8): Paul Wallerus Principal</p> <p>2e. RESPONDER'S (CONTACT) TELEPHONE NO.: O-763-416-2293/ C 612-618-3447</p> <p>2f. RESPONDER'S FAX NUMBER: na</p> <p>2g. RESPONDER'S EMAIL ADDRESS: pwallerus@embarqmail.com</p>

3. RESPONDER'S STATEMENT OF INTEREST TO PERFORM THE SERVICES AS INDICATED IN THE RFP:

We are very interested in completing the construction audit and other work for the State of Minnesota. Based on the work we have already completed for the state (see list below), we have an extremely good understanding of the State's CM@Risk and Design Build Contracts and overall process on how projects are delivered. In the past two years, we have completed a number of construction audits and other services for the State of Minnesota that have resulted in the following:

- Audited over 6 projects resulting in savings of over \$1M
- Audit savings has exceed audit fee on a consistent basis
- Audit process has resulted in zero construction claims over that time period
- Audits have resulted in Project Managers having more information and time to manage projects and make key costs decisions
- Assisted in the creation of new RFP forms and process for the selection of construction managers that has provided objectivity, clarity and accountability
- Assisted in the modification of the State's AIA contracts (133, 201 and 141) resulting in a clear definition of the "costs of work" while also reducing costs and risk
- Assisted in the creation of new change order submission forms for contractors and sub-contractors.
- Provided GMP and Change Order Reviews Services resulting in \$200K in savings
- Help create the billing procedures for the Capitol Renovation Work (New Windows and Door and Exterior Renovation)

Along with the accomplishments listed above, we have an extremely extensive knowledge of the CM@Risk and Design Build project delivery method. If we are selected to complete the construction audit services for the State, we would need no training or assistance in getting started to complete any audit and complete all of the services listed in the RFP

We have been in business for 11 years and have a comprehensive knowledge and extensive data base of the Twin Cities general contractors profit centers and how they manage, track and charge costs to projects. We also have established a good working relationship with all of the major contractors and sub-contractors in the Twin Cities. We know how they track, manage and charges costs to projects.

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

We are able to start immediately based on being awarded any work.

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. Paul Wallerus, CCA	Principal	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
B. Jeff Sheriff	Senior Auditor	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
C. Mark Utz	Auditor	<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 Paul Wallerus, CCA (Certified Construction Auditor)

Number of audits for projects with construction cost exceeding \$5 Million dollars 75

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)

1. Project State of Minnesota Capitol Dome Duration of Audit 30 months
Owner State of Minnesota Contracting Model CM@Risk
Construction Cost \$6,067,556

Audit resulted in over \$200K in savings and helped project come in \$553K under budget

2. Project State of Minnesota B16 B17 Vets Home Duration of Audit 12 Months
Owner State of Minnesota Contracting Model CM@Risk
Construction Cost \$27M Combined B16/B17

Audit saved the State \$340K in costs

3. Project University of Minnesota -- Northrop Hall Phase 2 Duration of Audit 22 Months so far
Owner University of Minnesota Contracting Model CM@Risk
Construction Cost \$55M

Audited costs for first 15 months of project and helped University save \$374K in costs and identified another \$200K costs saving as a result of correcting some accounting and controls issues.

4. Project University of Minnesota – 4th Street Duration of Audit 23 months
Owner University of Minnesota Contracting Model CM@Risk
Construction Cost \$52M

Completed all audits on a periodic basis. The audit helped the University save over \$300K in costs and identify a contractor equipment billing issue that saved \$281K on two other projects

Team member "B" from Section 4, above.



Name of Individual Jeff Sheriff

Number of audits for projects with construction cost exceeding \$5 Million dollars 15

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)

1. Project State of Minnesota Capitol Dome Duration of Audit 30 months
Owner State of Minnesota Contracting Model CM@Risk
Construction Cost \$6,067,556
2. Project State of Minnesota University Ave Tunnel Duration of Audit 15 Months
Owner State of Minnesota Contracting Model CM@Risk
Construction Cost \$5,817,705

3. Project University of Minnesota 4th Street Housing

Duration of Audit 23 Month

Owner University of Minnesota

Contracting Model CM@Risk

Construction Cost \$52M

4. Project University of Minnesota – Northrop Hall

Duration of Audit 22 Months so far

Owner University of Minnesota

Contracting Model CM@Risk

Construction Cost \$55M

Team member "C" from Section 4, above.

Name of Individual Mark Utz, CCA and CPA



Number of audits for projects with construction cost exceeding \$5 Million dollars 15

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)

1. Project Office Complex and Ramp

Duration of Audit 29 months

Owner Confidential

Contracting Model CM@Risk

Construction Cost \$84M

Audit resulted in over \$1M in savings to owner over course of project

2. Project University of Minnesota NOVA

Duration of Audit 15 months

Owner University of Minnesota

Contracting Model CM@Risk

Construction Cost \$23M

Audit help owner save \$75K in construction costs and another \$3M in the review of change order.

3. Project University of Minnesota Folwell Hall Duration of Audit 18 months
Owner University of Minnesota Contracting Model CM@Risk
Construction Cost \$21M

4. Project _____ Duration of Audit _____
Owner _____ Contracting Model _____
Construction Cost _____

Use additional pages if more team members.

6. PROJECT ACCOMPLISHMENTS AND EXPERIENCE **This section must NOT exceed four pages. ****

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.)

University of Minnesota – Northrop Hall Phase 2

Overview and Challenges

The Northrop Hall audit was very difficult and time consuming. The project started in 2010 and we were not brought on board until December 2012. We were asked to complete an audit of the project from day 1 (2010) through December 31, 2012. Besides JE Dunn, the construction manager (CM) working on the project, there were 5 subcontractors who had GMP/costs plus contracts. To make the audit even more difficult, the electrical work was done by two different subcontractors billing the project separately/jointly. The project also received a special exception from the State of Minnesota for sales tax exemption status on all of the project materials. This resulted in the project having two separate pay applications each month, one for materials and one for labor and equipment.

During the course of the audit we also discovered that one of the subcontractors with a GMP contract was treating the project as a lump sum or fixed fee project. This required substantial time to figure out the reimbursable costs vs. the non-reimbursable costs.

In addition to all of the above, the owner had a budget constraints that limited the amount of hours we had to complete the audit.

Approach

We created the following plan to handle all of the audit issues:

- Split the audit into 8 mini audits (one for the Construction Manager, five for the subs with GMP contracts, one for the sales tax exempt portion, and one for other subcontractors and project information)
- Split the work between 3 team members to maximize time
- Gained access to project information via a web site that saved time retrieving audit information
- Met with each subcontractor to obtain their information and understand how they managed the project
- Received much of the project information in Microsoft Excel format to facilitate the review and sorting of data, making it more efficient to complete the audit Requested direct communication with the subs to clear up audit issues and answer questions. This saved time by not having to work through the CM.
- Reviewed all audit findings with owner and CM together to help resolve issue faster

Outcome

The outcome of the project resulted in audit savings of \$340K and identified another \$200K in savings as result of correcting audit items for costs going forward in 2013. We were able to complete the audit under our hourly, not-to-exceed fee while providing the owner with the outcome they were looking for and achieved return on investment of \$19.28 to 1.

1. 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)*

See Answer to question 1

2. 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.)*

University of Minnesota 4th Street Housing

Overview

The 4th Street Housing Project was the first new dormitory complex to be built at the University in over 10 years. The project had many challenges, including a construction manager who did not want to provide all of the audit information to complete the audit, and having a hard time to resolve audit issues. Also, our scope of work did not allow any site visits or allow us to complete periodic audits over the course of the project. In addition, one subcontractor was completing its first project using a GMP or costs plus delivery method.

Approach

- Worked out a way to get costs and other project information from CM to complete audit
- Helped train new subcontractor on how to bill GMP projects
- Used access to web cam to monitor site
- Worked with owner's project manager for help with review of site conditions and issues
- Gained access to owner's project web site to retrieve project information and copies of pay applications

Outcome

The audit work saved the University over \$300K in costs on this project. Our audit findings also resulted in \$240K in audit savings on two other University projects based on discovering and correcting how contractor was billing equipment to the projects.

3. 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)*

See reply in number 2 above

4. What is the largest, in terms of construction cost, audit that person "C", 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.)

University of Minnesota – NOVA

Overview

The NOVA project was the building for a new research facility in Northern Minnesota. The site was so remote that a new road had to be made and tons of rock had to be blasted and drilled.

There were many challenges for this project:

- Project located in far corner of northern Minnesota and funded by the University and a Federal grant.
- Two different pay apps based on project funding
- Project went through two project managers
- AIA 133 and 201 contracts were heavily modified from normal University contract
- Project had an \$8M change order/claim for unforeseen conditions and incorrect work being performed
- Subcontractors kept poor/incomplete costs records
- No site visits were allowed to monitor project progress or onsite equipment
- General Conditions were set up as a lump sum and it was unclear on what costs were and were not reimbursable

Approach

Because of the heavily modified AIA 133 and 201 contract and the remote project location, we focused our audit on the \$8M claim and the poor records by the sub-contractor. We were successful in obtaining all the detailed backup related to the change order/claim. We also determined what costs were fair and accurate, and what costs should not be paid per the terms of the contract. As a result, the University negotiated the cost of the change order from \$8M to \$5M, saving \$3M. In addition, we helped the owner save another \$75K in costs from the construction manager related to equipment and other charges, and we were able to reconcile the subcontractor's costs to determine their true costs of work.

5. 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)

See Answer to question 4

7. UNIQUE QUALIFICATIONS

We have many unique qualifications to complete the construction audit work for the State of Minnesota:

- Certified Construction Auditors
- Thorough knowledge of the Twin Cities construction market
- As a team, we have over 45 plus years' experience in the construction industry.
- Reside in State of Minnesota
- Audit savings typically exceed audit fee
- Assisted State of Minnesota in the re-writing of their CM@ Risk AIA 133 and 201 contracts. Revisions were the result of our auditing experience with projects in the Twin Cities and our experience and understanding of contractor profit centers. The new contract clearly defines the costs of the work while also reducing risk and brought the contract up to current industry standards.
- Assisted State in creating new procedures and documents in the RFP selection process for construction managers. This has resulted in not only selecting the best qualified firm to complete the work, but the best financial value.
- Assisted State in the creation and revision of AIA 141 series of Design Build Contracts.
- Have helped the State save over \$1M on projects from 2010-2013.
- We have a very thorough understanding of the State's process used on construction projects and would require no training.
- We helped set up the billing and pay application procedures on the current Capitol Exterior Renovation project and on the French Doors and Window Replacement project.
- We have a thorough understanding of how the current major CM, (JE Dunn), completing the majority of the work on the Capitol tracks, charges and manages their projects. This understanding will save time and reduce the cost of audits.
- Member of National Association of Construction Auditors since 2010 (One of the first 50 Members)

- Have an extremely good working knowledge of contractor profit centers and a good historical base of information on how the contractors in the Twin Cities work.
- In addition to the above qualification, we have listed below some examples of audit findings we have discovered over the past two years:
- While a mechanical sub-contractor for a sports recreation project, C&M discovered that contractor owned equipment rental costs were charged at the incorrect rate per the agreed upon contract terms, a result, our client received a credit for over \$60K.
- While reviewing the GMP for a major tunnel addition on a state project C&M discovered the construction manager doubled up costs for insurance, bond and contingency. Based on this GMP was adjusted and lowered by \$55K.
- During audit of a 300,000 square foot data center C&M discovered the mechanical sub contractor was charging apprentice labor at journeymen rates. As a result of this, discovery, the owner received a credit of over \$150K in labor costs.
- C&M identified over \$75K in costs savings after identifying equipment and other costs were also included in labor costs. Contractor was also incorrectly billing equipment and other costs as direct project costs.
- While auditing consumable cost of construction manager, C&M discovered the construction manager had included a hidden markup of 20% for overhead and handling. The owner received a credit for \$33K and saved another \$50K in costs over the remainder of the project.
- While reviewing the new 2012/2013 field labor rates for construction manager. C&M saved the owner \$3 to \$5 per hour on overtime rates. Insurance and overhead costs had been incorrectly calculated by the Construction Manager.
- During the audit of a construction managers labor burden (taxes and insurance), identified 10% in hidden costs that were not allowed in the contract. As a result of the audit field labor rates were lowered by 10%. Resulting in estimated labor savings of \$100K.

- Have assisted 5 clients in the editing of their construction contracts (AIA 121,133, 201, 141, 141 exhibits A-C). Revisions have helped clients clearly define the "costs of the work" as well help reduce costs and risk on current and future projects. This has also resulted in decreased audit findings and costs.
- Based on recent audit completed, helped client win 100% of costs in dispute on an arbitration case.

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

Authorized Signature:



(Signature of person identified in Section 2)

(X) corporate officer* () partner* () sole proprietor
 *provide copy of corporate resolution or by-laws
 Firm is registered in Minnesota as a:

(X) Corporation () LLP () Other _____
 MN Tax ID No. 9179098 FED Tax ID No. 26-1607150
 MN Vendor No. 0000384495
 (required for contract)

Paul Waller 11-4-2013
 (Typed Name) Date:
 Principal (Typed Title)

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2013

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 Indiana Service Center Ryan Brellenthin	Phone:	CONTACT NAME: Deb Henning	
	Fax:	PHONE (A/C, No, Ext): 952-837-2542	FAX (A/C, No): 952-470-2142
		E-MAIL ADDRESS: debh@waypointins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Indiana Insurance	NAIC # 22659
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
C&M CONSTRUCTION CONSULTANTS LLC
 13793 89th Place N
 Maple Grove, MN 55369

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		BOP8179427	05/22/2013	05/22/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			BOP8179427	05/22/2013	05/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	XWW55220986	08/01/2013	08/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

State of MN
 Dept of Admin, Real Estate Div
 209 Administration Bldg
 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

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: C&M Construction Consultants, Inc Date 10/16/2013

Authorized Signature:  Telephone number: 763 416 2293

Printed Name: Paul Waller Title: Principal

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5 th 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.

C&M Construction Consultants, Inc
Organization Name

Paul Wallerus, Principal
Name and Title of Official Signing for Organization

By: 
Signature of Official

10/16/2013
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:

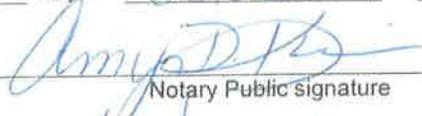
1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the _____ 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:
Print authorized representative name: Title:
Authorized signature:  Date (mm/dd/yyyy):

Notary Public

Subscribed and sworn to before me this:
8 day of October, 2013


Notary Public signature
01/31/2014
Commission expires (mm/dd/yyyy)

