**STATE OF MINNESOTA (REV 01/18/2018)**

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

<table>
<thead>
<tr>
<th>RECS Project ID.:</th>
<th>N/A</th>
<th>State Project Mgr.:</th>
<th>Gordon Christofferson</th>
<th>Contracts Specialist:</th>
<th>Talia Landucci</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Event ID (if applicable)</td>
<td>2-8739</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Project Name/Location:** Construction Audit Master Contract

<table>
<thead>
<tr>
<th>Total Amount of Contract:</th>
<th>N/A</th>
<th>Amount of Contract First FY:</th>
<th>Vendor Number:</th>
<th>0000263328</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category Code:</td>
<td>84111600</td>
<td>Category Code:</td>
<td>Category Code:</td>
<td></td>
</tr>
<tr>
<td>Account:</td>
<td>Account:</td>
<td>Account:</td>
<td>Account:</td>
<td></td>
</tr>
<tr>
<td>Amount:</td>
<td>N/A</td>
<td>Amount:</td>
<td>Amount:</td>
<td></td>
</tr>
</tbody>
</table>

$0 for enc (Note to PM: see Para. 4.1)

<table>
<thead>
<tr>
<th>Accounting Distribution 1:</th>
<th>Accounting Distribution 2:</th>
<th>Accounting Distribution 3:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Unit:</td>
<td>Business Unit:</td>
<td>Business Unit:</td>
</tr>
<tr>
<td>Accounting Date:</td>
<td>Accounting Date:</td>
<td>Accounting Date:</td>
</tr>
<tr>
<td>Fund:</td>
<td>Fund:</td>
<td>Fund:</td>
</tr>
<tr>
<td>DeptID:</td>
<td>DeptID:</td>
<td>DeptID:</td>
</tr>
<tr>
<td>AppropriID:</td>
<td>AppropriID:</td>
<td>AppropriID:</td>
</tr>
<tr>
<td>Project ID:</td>
<td>Project ID:</td>
<td>Project ID:</td>
</tr>
<tr>
<td>Activity:</td>
<td>Activity:</td>
<td>Activity:</td>
</tr>
<tr>
<td>Amount:</td>
<td>N/A</td>
<td>Amount:</td>
</tr>
</tbody>
</table>

SWIFT Contract: **T#19ACA/150001** and SWIFT Order: ___________________________ Number/Date/Entry Initials  

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

**Contractor Name:** Wipfli LLP  
**Address:** 7601 France Ave S, Suite 400  
**Minneapolis, MN 55435-5969**  
**Contract Execution Date:** ________________  
**Contract End Date:** 10/31/2023

**Contact Person:** Scott Lang  
**Phone:** 952.548.3330  
**Email:** slang@wipfli.com  

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.
Professional and Technical Services Master Contract

State of Minnesota

SWIFT Contract No.: 00000000000000000001500011/T#19ACA

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Wipfli LLP, 7601 France Ave S, Suite 400, Minneapolis, MN 55435-5969 ("Consultant").

Recitals

1. Under Minn. Stat. § 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, subdivision 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 1, 2023.


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).
   • 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 negation 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 undertaken 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 November 30, 2019. 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 Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State’s agency head. The balance due will be paid when the State's agency head determines that the 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 Scott Lang, 952.548.3330. 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 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 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 RuleParts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

12 **Workers' Compensation and Other Insurance**

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

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

13 **Publicity and Endorsement**

13.1 **Publicity.** Any publicity regarding the subject matter of a work order contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the 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](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 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Consultant certifies it does not engage in and has no present plans to engage in
discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor’s business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

21 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 D:
  1. State Insurance Requirements
  2. Consultant Certificate of Insurance
Exhibit E: Affirmative Action Certification
Exhibit F: Certification Regarding Lobbying
Exhibit G: Not Used
Exhibit H: Not Used
Exhibit I: Affidavit of Noncollusion

Distribution:
Contractor
Agency
State's Authorized Representative

Signatures

Document Signature Details -- External User

<table>
<thead>
<tr>
<th>Order</th>
<th>Ext. User</th>
<th>Status</th>
<th>Actual Signer</th>
<th>Name</th>
<th>Title</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>VN0000263328_5</td>
<td>Signed</td>
<td>VN0000263328_5</td>
<td>BRIAN BOHMAN</td>
<td>EXTERNAL</td>
<td>11/29/2018 at 02:14 PM</td>
</tr>
</tbody>
</table>

Document Signature Details -- Internal Users

<table>
<thead>
<tr>
<th>Order</th>
<th>Type</th>
<th>Role/User</th>
<th>Status</th>
<th>Actual Signer</th>
<th>Name</th>
<th>Title</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>User ID</td>
<td>00701468</td>
<td>Signed</td>
<td>00701468</td>
<td>Julie C. Ouradnik</td>
<td>Accounting Tech</td>
<td>November 30, 2018 at 11:13 AM</td>
</tr>
<tr>
<td>2</td>
<td>Role</td>
<td>M_FS_WF_SCDOC_SIGNER_02</td>
<td>Signed</td>
<td>00831050</td>
<td>Wayne J Waslaski</td>
<td>State Agency Signer</td>
<td>November 30, 2018 at 11:16 AM</td>
</tr>
<tr>
<td>3</td>
<td>Role</td>
<td>M_FS_WF_SCDOC_SIGNER_03</td>
<td>Signed</td>
<td>01131551</td>
<td>Sara E Freedland</td>
<td>MMD P/T Dept of Admin Signer</td>
<td>December 03, 2018 at 01:36 PM</td>
</tr>
</tbody>
</table>
Exhibit A

SAMPLE STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its _____ (“State”) and _____ (“Consultant”). This work order contract is issued under the authority of Master Contract T-Number ________, SWIFT Contract Number ________, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order Contract

1 Term of Contract
   1.1 Effective date: ________, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
      The Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State’s Authorized Representative to begin the work.
   1.2 Expiration date: ________, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor’s Duties
The Contractor, who is not a state employee, will:____________________________

3 Consideration and Payment
   3.1 Consideration. The State will pay for all services performed by the Contractor under this work order contract as follows:
      a. Compensation. The Contractor will be paid ______
      b. Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order contract will not exceed $____
      c. Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order contract will not exceed $____
   3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

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

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

# Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)
The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

# E-Verify Certification (In accordance with Minn. Stat. §16C.075)
For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State,
Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

SIGNATURES AS REQUIRED BY THE STATE.
<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner</td>
<td>$375</td>
</tr>
<tr>
<td></td>
<td>Mike Benes, Brian Bohman, Damian Ederhoff</td>
</tr>
<tr>
<td>Senior Manager</td>
<td>$300</td>
</tr>
<tr>
<td></td>
<td>Kevin Krueger, Scott Lang</td>
</tr>
<tr>
<td>Manager</td>
<td>$250</td>
</tr>
<tr>
<td></td>
<td>Staffing - To Be Determined</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$165</td>
</tr>
<tr>
<td></td>
<td>Staffing - To Be Determined</td>
</tr>
<tr>
<td>Associate</td>
<td>$145</td>
</tr>
<tr>
<td></td>
<td>Staffing - To Be Determined</td>
</tr>
</tbody>
</table>

Wipfli LLP is willing to provide our professional services at a blended rate of $225.

Note: The hourly rates included above are inclusive of all, travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing, computer discs, and photographs.
Exhibit C - Qualifications Proposal

State of Minnesota
Real Estate and Construction Services (State)
Qualifications and General Requirements
Information

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

1.0 Project Information

State’s project name of the project for which this form is being submitted.

a. Project Name (from RFP): Construction Auditing Services

2.0 Responding Firms Information

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

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

a. Responder’s Name & Address (include 9 digit zip code): Scott Lang, Manager @ Wipfli LLP 7601 France Avenue South, Suite 400, Minneapolis, MN 55435-5969

   • Upon approval from the Department of Administration, in certain instances or circumstances that may arise within the work order contracts issues to Wipfli LLP, Wipfli LLP will request written approval to engage Trauner Consulting Services, Inc. as a subcontractor (Trauner’s address: 1617 JFK Boulevard, Suite 475, Philadelphia, PA 19103). Trauner Consulting Services professional Bios and Testimonials are attached to this proposal.

b. County of responder’s location: Hennepin County

c. Responder’s State Vendor Number: 263328

d. Date firm was established: 1930

e. Name, title & telephone number person signing proposal (see section 10.0): Brian Bohman, Partner, 715-858-6658

f. Responder’s (contact) telephone number: 952-548-3330
g. Responder’s Fax Number: N/A
h. Responder’s Email Address: slang@wipfli.com

3.0 Statement that responder is in agreement with the State’s Master Contract for Construction Audit Services:
Wipfli LLP has attached proposed modifications to the State’s “Master Contract for Construction Audit Services”. Upon the inclusion of the proposed modifications, Wipfli LLP is in agreement with the State’s “Master Contract for Construction Audit Services”.

4.0 Responding Firms Interest and Availability
Responder’s should provide statements on the Responder and team’s interest and availability to promptly perform the services called for in the RFP.

a. Responder’s statement of interest to perform the services as indicated in the RFP: Wipfli LLP is interested in performing the services as outlined within the State’s “Master Contract for Construction Audit Services”.

b. Responder’s statement on availability to start work promptly within 24 hours upon execution of contract and to promptly deliver services: Upon notification and contract execution with the State for the award of future Work Order Contracts, Wipfli LLP will have the availability to start work promptly within 24 hours of contract execution.

c. Responder’s statement on ability to work on multiple projects simultaneously: Wipfli LLP will have the ability to manage and complete work on multiple projects that are awarded by the State in regards to the “Master Contract for Construction Audit Services”.
5.0 Proposed Team and Qualifications/Experience of Responder

a. Name and Position of Individual: Michael R Benes – Consulting Partner, Construction and Real Estate
   - Has individual worked with Responder before? Yes □ No X
   - Number of audits for projects with construction cost exceeding $5 Million dollars: Greater than 50
   - What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.): Power plant project totaling $1.6 billion dollars. The project was 98% complete when the interior of the boilers overheated and had to be rebuilt. Analysis of individual components of the facility was undertaken, as well as monitoring and confirming over $130 million of rebuild costs which were properly tracked and supported by source accounting records. The work involved interfacing with the construction joint venture team, outside attorneys, project accountants, insurance company adjusters, and forensic accountants monitoring our work in tracking the rebuild costs.
   - What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached): One of the most challenging audits relates to a project where the contract had numerous change orders modifying the scope and the contract terms. Changing the contract from a standard contract with a gross maximum price to a contract with portions of the work being performed on a self-performed lump sum basis. The scope of the contract changes and the clarity between the parties of what the new contract terms represent were in dispute. One of the parties considered the project to be a gross maximum price contract for all work completed, and the second party considered portions to be lump sum. We reviewed the contract and offered our opinion on the contract language to assist the parties in coming to an agreement as to what the contract, as revised through change orders, really is.

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)

<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Duration of Audit</th>
<th>Construction Cost</th>
<th>Contracting Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Ohio Pipe Plant</td>
<td>Vourlerec</td>
<td>1 month</td>
<td>$202,000,000</td>
<td>Cost plus and time &amp; materials</td>
</tr>
<tr>
<td>2. Anchorage v US</td>
<td>Dept of Justice</td>
<td>Began in 2017 - ongoing</td>
<td>$300,000,000</td>
<td>Design/Build cost plus</td>
</tr>
<tr>
<td>3. LAJU v MnDOT</td>
<td>MnDOT</td>
<td>Began in 2017 - ongoing</td>
<td>$330,000,000</td>
<td>Lump sum but with numerous claims for extras</td>
</tr>
<tr>
<td>4. Bethel Alaska Hospital</td>
<td>Yukon-Kuskokwin Health Corp</td>
<td>2 months</td>
<td>$212,000,000</td>
<td>Cost-plus fee with GMP with potions of the contract on a lump sum basis</td>
</tr>
<tr>
<td>5. Kennebunk HS Additions &amp; Renovations</td>
<td>Regional School Unit 21</td>
<td>2018: Just starting</td>
<td>$36,000,000</td>
<td>Cost-plus fee with GMP</td>
</tr>
</tbody>
</table>
b. Name and Position of Individual: Brian Bohman, Audit Partner, Construction Real Estate

- Has individual worked with Responder before? Yes ☐ No ☒

- Number of audits for projects with construction cost exceeding $5 Million dollars: 10

- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.) Field/Stadium Renovations for NFL team. There were 3 different phases to expand and the renovate stadium. The challenge related to the contract terms changing from a cost-plus with GMP to a lump sum on a significant portion and the understanding of when and how it impacts what is auditable or not. The challenge was approached through direct contact with the owner to discuss the matter and providing specific direction as to what options were available. The outcome was a summary report of findings for the owner consideration/follow-up and recommendations for future contracts to best protect the owner’s interest. Owner was appreciative and indicated they will be implementing some of the recommendations provided.

- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached) A casino development project. There was little to no contract documentation, significant related party transactions, difficulty in receiving requested information, potential fraud issue. Challenges were approached with patience, continued follow-up with detailed documentation of correspondence. FBI ended up getting involved.

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)

<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Duration of Audit</th>
<th>Construction Cost</th>
<th>Contracting Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Field/Stadium Renovations</td>
<td>&quot;Professional NFL Team&quot; Field Redevelopment LLC</td>
<td>2015: Less than 1 year</td>
<td>$212,800,000</td>
<td>Cost-plus with GMP &amp; Lump Sum</td>
</tr>
<tr>
<td>2. Anchorage v US</td>
<td>Dept of Justice</td>
<td>Began 2017 - ongoing</td>
<td>$300,000,000</td>
<td>Design/Build claim damages</td>
</tr>
<tr>
<td>3. Economic Redevelopment and Growth Grant Cost Certification</td>
<td>Mt Laurel Development LLC</td>
<td>2016: Less than 1 year</td>
<td>$53,200,000</td>
<td>Cost-plus fee with GMP</td>
</tr>
<tr>
<td>4. Homestead at Hamilton Contract Compliance</td>
<td>Homestead Senior Living LLC</td>
<td>2018: Less than 1 year</td>
<td>$31,500,000</td>
<td>Cost-plus fee with GMP</td>
</tr>
<tr>
<td>5. Kennebunk HS Additions &amp; Renovations</td>
<td>Regional School Unit 21</td>
<td>2018: Just starting</td>
<td>$36,000,000</td>
<td>Cost-plus fee with GMP</td>
</tr>
</tbody>
</table>
c. Name and Position of Individual: Damian L Ederhoff, CPA - Audit Partner, Construction and Real Estate Practice
   
   - Has individual worked with Responder before? Yes □ No X
   
   - Number of audits for projects with construction cost exceeding $5 Million dollars: Greater than 60
   
   - What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.): Coors Field would be the largest single size audit managed by Damian. This engagement was ongoing over the three and a half year construction period. The project contained the following contract types: time and material, lump sum, guaranteed maximum price (GMP), and fixed price components. The challenges included the need to separate the job to date costs by periods and in total, the scope of our examination was different based on the varying contract types, working efficiently with the owner, construction joint venture, subcontractors, vendors, and suppliers, and identifying the expectations of the owner as to what the format of the final report should be. The engagement team managed these challenges with collective collaboration between all parties with the mindset of listening, learning and problem solving to most efficiently accomplish a successful product. This is clearly one of our firms staples of success. We take pride in the outcome of this audit along with the relationships we developed with the owner, joint venture partners, and subcontractors.

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)

<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Duration of Audit</th>
<th>Construction Cost</th>
<th>Contracting Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 2020 Lawrence Apartments</td>
<td>2020 Lawrence Street, LLC</td>
<td>Less than a year for audit</td>
<td>$36,000,000</td>
<td>HUD Contactor Cost Certification, Design/Build</td>
</tr>
<tr>
<td>2. Modera Observatory Park Apartments</td>
<td>Mill Creek Residential Trust</td>
<td>Less than a year for audit</td>
<td>$49,000,000</td>
<td>Owner GMP Cost Certification, Design/Build</td>
</tr>
<tr>
<td>3. V.A. Hospital Aurora Colorado</td>
<td>Berg Electric</td>
<td>Less than a year for audit</td>
<td>$90,000,000</td>
<td>Cost Allocation Audit, Design/Build</td>
</tr>
<tr>
<td>4. City of Aurora Municipal Center</td>
<td>City of Aurora</td>
<td>Less than a year for audit</td>
<td>$68,000,000</td>
<td>Owner Cost Certification, Design/Build</td>
</tr>
<tr>
<td>5. Platte Valley Medical Center</td>
<td>Platte Valley Medical Center - SCL Health</td>
<td>Less than a year for audit</td>
<td>$138,000,000</td>
<td>HUD Contactor Cost Certification</td>
</tr>
</tbody>
</table>
d. Name and Position of Individual: Kevin P. Krueger - Senior Manager, Construction and Real Estate Practice

- Has individual worked with Responder before? Yes ☐ No [X]
- Number of audits for projects with construction cost exceeding $5 Million dollars: Greater than 20
- What is the largest audit, in terms of construction cost this individual has participated in? (Please provide project details, challenges, how challenges were approached, and the outcome of the overall audit.): Power plant project totaling $1.6 billion dollars. The project was 98% complete when the interior of the boilers overheated and had to be rebuilt. Analysis of individual components of the facility was undertaken, as well as monitoring and confirming over $130 million of rebuild costs which were properly tracked and supported by source accounting records. The work involved interfacing with the construction joint venture team, outside attorneys, project accountants, insurance company adjusters, and forensic accountants monitoring our work in tracking the rebuild costs.
- What is the most challenging audit this individual has worked on? (Please describe what made this project most challenging, how challenges were approached): One of the most challenging projects relates to a project which incurred a major equipment accident which delayed the project for over a year. The project cost tracking was also complicated by the fact that the legislative body created to construct the project was allowed to accept gifts, loans and other aid to make additional capital improvements above the original construction budget. Costs needed to be tracked in a manner that would allow appropriate offsets for additional project scope financing, insurance proceeds and contributions.

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)

<table>
<thead>
<tr>
<th>Project</th>
<th>Owner</th>
<th>Duration of Audit</th>
<th>Construction Cost</th>
<th>Contracting Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Paper Mill Renovations</td>
<td>WestRock Mill Company LLC</td>
<td>2 months</td>
<td>$40,000,000</td>
<td>Lump Sum converted to Cost Plus</td>
</tr>
<tr>
<td>2. LAJV v MnDOT</td>
<td>MnDOT</td>
<td>Began in 2017 - ongoing</td>
<td>$330,000,000</td>
<td>Lump sum but with numerous claims for extras</td>
</tr>
<tr>
<td>3. Bethel Alaska Hospital</td>
<td>Yukon-Kuskokwin Health Corp</td>
<td>2 months</td>
<td>$212,000,000</td>
<td>Cost-plus fee with GMP with potions of the contract on a lump sum basis</td>
</tr>
<tr>
<td>4. Kennebunk HS Additions &amp; Renovations</td>
<td>Regional School Unit 21</td>
<td>2018: Just starting</td>
<td>$36,000,000</td>
<td>Cost-plus fee with GMP</td>
</tr>
<tr>
<td>5. AC Hotel by Marriott</td>
<td>South Loop Investments, LLC</td>
<td>2018: ongoing</td>
<td>$19,000,000</td>
<td>Cost-plus fee with GMP</td>
</tr>
</tbody>
</table>
6.0 Unique Qualifications - Summarize your team's unique qualifications for this Project and include any specialized or technical certifications that your firm or members of your firm may have: The above listed leaders of Wipfli LLP's Construction and Real Estate practice bring over 120 years of construction cost compliance audit experience. However, Wipfli LLP has over 250 partners and 2,000 associates amongst our 49 nationwide offices, all of which are industry focused and committed to leading the field in industry experience and knowledge. Wipfli LLP's services include cost compliance audits, operational improvement studies, analysis of construction disputes which include testifying regarding construction costs related to delay, acceleration, differing site conditions, extra scope work and termination of contracts. Although Wipfli LLP has a large footprint across the United States, the Construction and Real Estate team is very tightly knit and consistently works together to serve both large and small clients timely, cost-effectively, and with second to none experience.

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

   a. I have read and agree to the State’s Standard Master Contract/Master Contract Work Order: Yes [X] No [ ]
   b. A Certificate of insurance will be provided in accordance with State’s Master Contract Work Order, if awarded project Yes [X] No [ ]
   c. A signed Affidavit of Non-collusion is attached. Yes [X] No [ ]
   d. A completed and signed Affirmative Action Data Page is included with this proposal, if applicable: Yes [X] No [ ]
   e. Foreign outsourcing will [ ] will not [X] be involved in the delivery of contract services.

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

   a. Typed name of authorized signor: Brian Bohman
   b. Typed title of authorized signor: Audit Partner, Construction and Real Estate
   c. Authorized signature (signature of person identified in Section 2): [Signature]
   d. Date Signed: 10/22/18
   e. Registration Number*:

*State registration/license number for the practices of professional engineering, architecture, land surveying, landscape architecture, geoscience, or use of title for certified interior design assigned by the State Registration Board (http://mn.gov/sekag/roster.html).

f. Person signing is (select from dropdown): Partner
provide copy of corporate resolution or by-laws

Note: As Wipfli LLP is a limited liability partnership, our firm does not have any corporate resolutions or by-laws. As such, our team has provided a separate attachment with Wipfli LLP’s limited liability partnership certificate with the State of Minnesota.

g. Firm is registered in Minnesota as a (selection from dropdown list): LLP

h. MN Tax ID Number: 1491167

i. FED Tax ID Number: 39-0758449

j. MN Vendor Number (required for contract): 263328

END OF EXHIBIT C
Summary
Scott’s 35+ years of expertise includes construction claim preparation and evaluation, CPM scheduling, specification writing, and training.

Scott has performed all types of analyses related to claims, including delay and inefficiency analyses (typically using the measured mile for inefficiency); assessed responsibility for contract changes, and calculated delay damages. He has evaluated problems and offered solutions on almost every type of project including transportation, water and wastewater treatment, power, industrial, medical, educational, transit, commercial, correctional, condominiums, housing, and athletic facilities.

Scott is the co-author of two books, Construction Delays: Third Edition and Construction on Contaminated Sites. As the past chairman of the Time Management Committee, Scott played a key role in developing the CMAA’s standards of practice and procedures for time management. He developed and presents the National Highway Institute’s course entitled, Managing Highway Contract Claims: Analysis and Avoidance.

Scott has provided expert witness testimony before the American Arbitration Association, the Federal Board of Contract Appeals, in court, and in other forms of dispute resolution. He has extensive experience in the preparation of expert reports and written testimony, interrogatories, discovery requests, questions for depositions and cross-examination, and trial exhibits. He has also presented many times at mediation. Scott has been qualified as an expert witness on the issues of cost and damages, delay, inefficiency, contract interpretation, and other issues related to the determination of the reasonable value of a claim or change and appropriate time extensions.

Scott has particular expertise in the drafting of improved language for standard specifications and general provisions. Scott has helped many public agencies update, revise, and make best practice improvements to their standard specifications.

 Relevant Project Experience
St. Croix River Crossing Litigation Support, Oak Park Heights, MN
Minnesota DOT built a new, $400M bridge over the St. Croix River connecting Oak Park Heights, MN and St. Joseph, WI.

Scott leads the TRAUNER team’s efforts on this project. He has participated in every teleconference; led the discussions regarding the best approaches to addressing the contractor’s allegations regarding design errors, delays, and constructive acceleration; drafted and reviewed drafts of letters; and lead the TRAUNER team’s analysis of delays, acceleration, design-related issues, and differing site conditions.

He has also presented at on-going facilitated negotiation meetings.

Minnesota Dept. of Administration
Public Buildings Enhanced Energy Efficiency Program (PBEEP)
The State of Minnesota, Department of Administration (the Department), contracted with ATS&R Mechanical Engineering to perform evaluations of several state facilities as part of the state’s "Public Buildings Enhanced Energy Efficiency Program" (PBEEP).
The objective of the program was to review the energy efficiency of each of the selected facilities and prepare reports of the findings. The consultant was also to propose improvements to the facility's energy efficiency.

In the view of the Department, ATS&R fell behind in its work and was ultimately terminated. Its work was completed by others. ATS&R filed a claim to recover the amounts that were withheld by the Department.

Scott led the TRAUNER team that evaluated the ATS&R claim to determine whether any of the amounts being withheld by the Department should be released. TRAUNER reviewed the scope of work completed by ATS&R, the amount ATS&R was seeking as reimbursement for its work, the scope of work performed by others to complete ATS&R’s work, and the amounts expended by these other contractors to perform ATS&R’s work. We then prepared a report summarizing our conclusions.

**MnDOT Shutdown Claims, Statewide, MN**

Scott advised MnDOT on how to resolve contractor claims that resulted from the State of Minnesota’s government shutdown.

MnDOT had over a hundred active projects, consulting contracts, and new projects that were either suspended or that could not start. They received claims from these contracts related to the shutdown.

Scott helped guide MnDOT through the resolution of these issues offering advice and performing analyses as needed to support MnDOT’s dispute resolution efforts. To date, no claim has actually gone to litigation.

**MnDOT Standard Specifications and CPM Scheduling Provision Rewrite**

Scott led the TRAUNER team that revised Minnesota Department of Transportation’s (MNDOT) Standard Specifications for Construction. Scott’s work with Section 100 addressed necessary revisions to the language reflecting the contract changes process, the scheduling requirements, and the related procedures for determining time extensions and compensation for changes, among many areas.

Scott also provided extensive training to MnDOT’s staff and its consulting and contracting community regarding these changes, including the new scheduling and time extension provisions.

**MnDOT Signs, Detroit Lakes, MN**

As Project Manager, Scott provided claims analysis services during the relocation, replacement, or addition of signs along five highways in Mn/DOT’s District 4 Detroit Lakes/Morris region. TRAUNER analyzed various delay claims and assessed liquidated damages for late delivery. This dispute was resolved through negotiation.

**Highway 57 Improvements, Devils Lake, ND**

Scott led the team that evaluated a $5.1M claim submitted to the North Dakota Department of Transportation on the $29M Highway 57 project.

Scott evaluated the contractor’s constructive acceleration allegations, reviewed the team’s work product, attended meetings with NDDOT, and provided guidance on resolving the dispute. This dispute was resolved successfully through negotiations.

**MnDOT Specification Training Development & Delivery, St. Paul, St. Cloud, Rochester, and Mankato, MN**

MnDOT hired TRAUNER to develop, administer, and deliver a half-day training course to MnDOT personnel and industry representatives on the topic of writing specifications based on the 5 Cs of specification writing and the writing style decisions made by MnDOT during the specification rewrite project. This included coordinating training locations, registering participants, printing course materials, and providing certificates to the attendees. There were 15 classes scheduled in four different cities in Minnesota.

**Metro Region On-Call Claims Analysis, Detroit, MI**

TRAUNER was awarded an On-Call contract to provide claims analysis and training services for Region 1, the “Metro” region of the Michigan Department of Transportation (MDOT).

Scott’s assignments have included reviewing and commenting on the contractors' interpretation of MDOT’s standard specifications governing the payment of delay costs, the evaluation of constructive acceleration, and the evaluation of delays and inefficiencies on two separate projects.

Scott also presented at the region's annual conference. His presentation helped participants understand their obligations as technicians and project engineers when the contractor gives notice of a delay claim. Scott continues to provide on-call claims analysis and training services under this contract.
Summary

Dale has over 25 years of experience in claims analysis, risk analysis, construction management, critical path method scheduling, earned value analysis, and training.

Dale has been deposed and has presented at mediations. He has provided litigation support to various State Attorney General Offices and the US Attorney General’s Office during proceedings in state and federal courts, and arbitration. This support included drafting questions for cross examination, preparing expert reports and demonstrative exhibits, and critiquing other experts’ reports.

Dale has analyzed or prepared claims, analyzed delays and inefficiency, and evaluated and computed damages on highway, bridge, education, airport, healthcare, transit, and government projects.

Dale has evaluated, reviewed, updated, and recommended the approval or rejection of contractor’s schedules for the Maryland State Highway Administration, the New Jersey Department of Transportation, and the New York State Department of Transportation.

Dale has extensive experience with project controls, planning, and scheduling using Oracle’s Primavera P6 and P3, Suretrak, Microsoft Project, Prolog, Expedition, and other software platforms.

Relevant Project Experience

St. Croix Crossing Bridge Deck Construction, St. Croix, MN

Dale is the Project Director for TRAUNER’s work on this new, $400M bridge project. He has reviewed the project documentation and schedules, scheduled and drafted agendas for all teleconferences, participated in all teleconferences, reviewed and drafted letters, analyzed delays, analyzed issues that were raised by the contractor. Dale also made recommendations regarding the documentation of and responses to issues raised by the contractor.

Dale is currently preparing TRAUNER’s presentation for on-going facilitated negotiation meetings.

VA Medical Center, Wind Turbine Electrical Generating System Project, St. Cloud, MN

The project was a $2.3M, design-build, fixed-price project. The Wind Turbine was originally scheduled to be completed and ready for use by April 2011, following a 630-day design and construction schedule.

The Wind Turbine experienced a series of mechanical problems and, in late 2014, due to its failure to deliver a functioning Wind Turbine, the contractor was terminated for default.

The contractor submitted a request for equitable adjustment (REA) concerning the replacement of the gear box for the turbine.

Dale’s evaluation of the REA included a review of the contract, the contractor’s claim, the project documents, and the contractor’s alleged costs. He evaluated the wrongful termination allegation and the surety’s obligation. He drafted the
Dale F. Morris, PSP  
**Claims and Schedule Analyst**  

contracting officer’s final decision, expert report, position paper, and ADR presentation.

Dale also provided support during negotiations and the ADR proceedings. The dispute was resolved without the need for expensive and prolonged litigation.

**Baltimore Juvenile Justice Center, Baltimore, MD**

Dale provided claims analysis services for a $6.5M claim filed against the Maryland Department of General Services related to extensive changes, RFIs, and design conflicts that evolved during the construction of a $45M three-story, 250,000 sq. ft. Juvenile Justice Center. He performed a CPM schedule analysis, delay analysis, inefficiency analysis, cost analysis, and determination of entitlement.

**Delaware Corrections CM-7, Wilmington, DE**

Dale helped the Delaware Department of Corrections defend a $2.8M claim involving the construction of a $53.5M correctional facility. He evaluated the contractors claims of delays resulting from owners interferences, and additional work, loss productivity, inefficiencies, and acceleration.

This dispute was settled successfully in negotiations.

**Montclair State University, Red Hawk Parking Facility, Montclair, NJ**

Dale analyzed a $2.8M claim filed by the General Contractor against the New Jersey Attorney General’s Office during the construction of a $16M multi-level, precast concrete parking facility on the campus of Montclair State University.

The claim had three primary components: damages associated with rejected change orders, damages related to acceleration and productivity losses, and damages attributable to delays.

Dale analyzed the change orders submitted by the contractor and evaluated the contractor’s entitlement to an increase in the contract price due to changes.

The case settled in mediation.

**Morgan State University Student Union and Parking Garage, Baltimore, MD**

Dale analyzed a $544K claim submitted by the masonry contractor on a new, $33M student union center on the campus of Morgan State University Student Center in Baltimore, MD.

Dale performed an inefficiency analysis of the masonry work during winter period and evaluated the contractor’s entitlement to additional compensation for changes issued by the owner.

**Philadelphia University, Philadelphia, PA**

Dale analyzed a $1.2M delay and inefficiency claim for the structural steel contractor that was submitted to an arbitration panel by the general contractor and electrical contractor regarding the performance of the structural steel work on the new student union center at Philadelphia University in Philadelphia, PA.

Dale performed a delay analysis and inefficiency analysis to determine the party responsible for the delays and provided litigation support to the attorneys representing the steel contractor. The arbitration panel returned a verdict favorable to our client.

**University of Pennsylvania, Jon M. Huntsman Hall, Philadelphia, PA**

Dale analyzed the $3.3M delay and inefficiency claims submitted to the general contractor by the Electrical Contractor during the construction of the $140M Jon M. Huntsman Hall for the Wharton School at the University of Pennsylvania.

Dale performed a delay analysis and inefficiency analysis to determine the party responsible for the delays and loss of productivity.

This dispute was ultimately settled.

**Marsh Run Power Station, Remington, VA**

Dale was part of the TRAUNER team that reviewed and analyzed the contractor’s claim during the construction of the $230M Marsh Run Power Plant in Remington, VA.

The $10.5M claim included changed conditions, lack of coordination, design deficiencies, delays, loss productivity, and damages.

Dale performed a liability analysis using the contract and project documents to determine the party responsible for the delays and loss of productivity during construction.

In a later, related action, TRAUNER was retained by our client’s surety to evaluate the merits of a payment bond claim submitted to the bonding company by our client’s concrete and electrical subcontractor. Dale helped the bonding company with trial preparations and in mediation.
November 30, 2010

Mr. Scott Lowe, P.E.
Principal
Trauner Consulting Services, Inc.
1617 JFK Boulevard
Suite 600
Philadelphia, PA 19103

Dear Mr. Lowe:

Trauner Consulting Services, Inc. was selected by the Minnesota Department of Transportation (Mn/DOT) to assist with the rewrite and update the Mn/DOT Standard Specifications for Construction. Trauner was given our technically correct specifications and then asked to rewrite them in active voice. Trauner also reviewed the content and approach for 16 general provisions sections of the Mn/DOT Standard Specifications for Construction, then provided valued direction. The relevant knowledge and technical consulting skills that Trauner brought to this assignment have proven to be of significant benefit to the Department. Trauner’s understanding of nationwide best practices in transportation and their experience in revising, rewriting, and updating standard specifications also benefited this effort and was instrumental in the development of the Department’s new standard specifications.

Trauner and the personnel assigned to this project have performed their services professionally and effectively. I would not hesitate in recommending Trauner Consulting Services for a technical writing and revision assignment involving standard specifications or other manuals and technical documents.

Sincerely,

Elizabeth Buckley
Special Provisions Engineer
Minnesota Department of Transportation (Mn/DOT)
A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

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

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

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

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

   The following coverages shall be included:

   - Premises and Operations Bodily Injury and Property Damage
   - Personal and Advertising Injury
   - Blanket Contractual Liability
   - Products and Completed Operations Liability
   - Other; if applicable, please list__________________________________
   - State of Minnesota named as an Additional Insured, to the extent permitted by law

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:
$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

Contractor is required to carry the following minimum limits:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

- Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor’s performance under this contract;
- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
Exhibit D1

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State’s authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.
**Certificate of Liability Insurance**

**PRODUCER**
River Valley Insurance  
PO Box 1907  
Wausau, WI 54402-1907

**CONTACT**
Sharon Pittsley  
PHONE: (715) 841-1316  
FAX: (715) 841-1393  
EMAIL: spittsley@rivervalley-insurance.com

**INSURER(S) AFFORDING COVERAGE**

- **INSURER A:** Wipfli LLP  
  Steve Seidl  
  PO Box 8010  
  Wausau, WI 54402-8010

- **INSURER B:** Citizens Ins. Co of America

- **INSURER C:** Hanover Insurance Company

- **INSURER D:**

- **INSURER E:**

- **INSURER F:**

**DATE (MM/DD/YYYY):** 07/26/2018

**CERTIFICATE OF LIABILITY INSURANCE**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**COVERAGES**

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT (MM/DD/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>ZH1-D321126-01</td>
<td>08/01/2018 08/01/2019</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>ZH1-D321126-01</td>
<td>08/01/2018 08/01/2019</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>UH1-D321127-01</td>
<td>08/01/2018 08/01/2019</td>
</tr>
</tbody>
</table>

**POLICIES**

- **COMMERCIAL GENERAL LIABILITY**
  - EACH OCCURRENCE: $1,000,000
  - DAMAGE TO RENTED PREMISES: $1,000,000
  - MED EXP (Any one person): $10,000
  - PERSONAL & ADV INJURY: $1,000,000
  - GENERAL AGGREGATE: $3,000,000
  - OTHER: $3,000,000

- **AUTOMOBILE LIABILITY**
  - COMBINED SINGLE LIMIT: $1,000,000
  - BODILY INJURY (Per person): $500,000
  - PROPERTY DAMAGE (Per accident): $1,000,000

- **UMBRELLA LIABILITY**
  - EACH OCCURRENCE: $8,000,000
  - AGGREGATE: $8,000,000

**DESCRIPTIO OF OPERATIONS / LOCATIONS / VEHICLES**

State of Minnesota as additional insured as their interest appears.

**CERTIFICATE HOLDER**

State of Minnesota/Department of Administration  
112 Administration Building  
50 Sherburne Avenue  
Saint Paul, MN 55155

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

Sharon Pittsley

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.

[ACORD 25 (2016/03)](https://www.acord.org)
Exhibit E

STATE OF MINNESOTA - WORKFORCE CERTIFICATE INFORMATION
Required by state law for ALL bids or proposals that could exceed $100,000

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

BOX A – MINNESOTA COMPANIES that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:
☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on __________________________ (date).

BOX B – NON-MINNESOTA COMPANIES that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:
☒ Attached is our current Workforce Certificate issued by MDHR.
☐ We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at compliance.MDHR@state.mn.us. If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

BOX C – EXEMPT COMPANIES that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:
☐ We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

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

Name of Company: Wipfli LLP Date 10/22/18
Authorized Signature: __________________________ Telephone number: 715-858-6658
Printed Name: Brian Bohman Title: Partner

For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance Services
Email: compliance.mdhr@state.mn.us TTY: 651-296-1283
WORKFORCE
CERTIFICATE OF COMPLIANCE

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

Certificate start date: 11/30/2017
Certificate expiration date: 11/29/2021

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Kevin M. Lindsey, Commissioner
CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over $100,000

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Wipfli LLP
Organization Name

Brian Bohman, Partner
Name and Title of Official Signing for Organization

By: [Signature]
Signature of Official

10/22/18
Date

Rev. 01/16
Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Wipfli LLP

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 Department of Administration’s Real Estate and Construction Services (RECS) 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: Wipfli LLP

Print authorized representative name: Brian Bohman

Title: Partner

Authorized signature: [Signature]

Date (mm/dd/yyyy): 10-22-18

Notary Public

Subscribed and sworn to before me this:

22nd day of October, 2018

[Signature]
Notary Public Signature

Commission expires (mm/dd/yyyy):