

STATE OF MINNESOTA (REV 07/26/2011)

Basic Services Agreement, Short Form (BSA SF) --Encumbrance Form (For State Use Only)

| | | | | | |
|--------------------------------|---|------------------------------|------------------------------|---------------------|-------------------------|
| RECS Project ID.: | "RECS ID" | Project Mgr.: | "Project Manager" | Control No.: | "Control Number" |
| | | Contracts Specialist: | "Contract Specialist" | | |
| Project Name/Location : | Design for " Project Title" for "Project Facility" | | | | |
| | "Project Location" | | | | |

| | | |
|---|--|---------------------------------------|
| Total Amount of Contract: "Contract Amount" | Amount of Contract First FY: | Vendor Number: "Vendor Number" |
| Category Code: 81101508 / Line #1 | Category Code: 93151600 / Line #3 | Category Code: |
| Account: 411308 | Account: 411324 | Account: |
| Amount: "Consultant Fee" "Contract Amount" | Amount: "consultant reimbursables" \$0 for enc (Note to PM: see Exhibit B) | Amount: |

| Accounting Distribution 1: | Accounting Distribution 2: | Accounting Distribution 3: |
|--|----------------------------|----------------------------|
| Business Unit: | Business Unit: | Business Unit: |
| Accounting Date: "Current Date or FY" | Accounting Date: | Accounting Date: |
| Fund: "Fund Number" | Fund: | Fund: |
| DeptID: "Dept ID Code" | DeptID: | DeptID: |
| AppropID: "Appr Code" | AppropID: | AppropID: |
| Project ID: "RECS ID" | Project ID: | Project ID: |
| Activity: | Activity: | Activity: |
| Amount: "Contract Amount" | Amount: | Amount: |

Document1

SWIFT Contract: _____

 Number/Date/Entry Initials

SWIFT Order: _____ -
 Number / Date/ See Signature Page

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

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

Contractor Name and Address: **"Consultant Firm Name"** **Contract Execution Date:** _____
"Consultant Address" **Contract End Date:** _____
"Consultant City, State, ZIP" (See Section 9.3 for expiration date language. In summary, expiration date is when the Consultant has performed all obligations but no later than 12 months after issuance of final Certificate of Payment for construction or 5 years per Minn. Stat. § 16C.08 whichever occurs first)

Contact Person: "Contact Person Name"
 Contact Person Phone: "Contact Person Phone"
 Contact Person Fax: "Contact Person FAX"
 Contact Person Email: "Contact Person Email"

STATE OF MINNESOTA
State/Designer Basic Services Agreement

THIS AGREEMENT, is made by and between the State of Minnesota, acting through its Commissioner of Administration and **Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155-1625**, hereinafter referred to as "the State," as party of the first part, and "**Consultant Firm Name**", "**Consultant Address**" "**Consultant City, State, ZIP**" hereinafter referred to as "the Consultant," as party of the second part,

WITNESSED:

WHEREAS, the State is in need of professional design services for "**Brief description of project and services, Project Location**" hereinafter referred to as the "Project," for which funds amounting to "**Budgeted Cost Alpha**" **Dollars ("Budgeted Cost Numeric")** have been allocated for the Budgeted Cost of Construction of the Project. For this project, "**Consultant Fee**" is allocated for the cost of the consultants work as described herein.

WHEREAS the Consultant represents that it is qualified to provide "**Architectural or Engineering**" professional services as required by this Agreement and is duly licensed pursuant to Minn. Stat. §§ 326.02-326.15.

WHEREAS, the Consultant represents and warrants that it will comply with Minn. Stat. Chap. 326 and shall provide the services of licensed architects, engineers, interior designers or other licensed professionals as necessary and required in order to perform the work under this agreement.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the State will compensate the Consultant in an amount not to exceed "**Contract Amount**" as total compensation for Basic Services, Requested Additional Services and Estimated Reimbursable Expenses in accordance with " Exhibit A dated, Exhibit B dated, Exhibits A and B dated , Exhibits A and B", "Exhibit A Date" which "is/are" attached and incorporated into this Agreement. It is further agreed by and between the parties hereto:

The parties agree to a contract end date of "**End Date of Contract**".

ARTICLE 1
GENERAL REQUIREMENTS

1.1 Authorized Representatives: For the purpose of administration of this Agreement, State's Authorized Representative is "**Project Manager**" at "**PM 10 digit phone number**", or his/her successor. The Consultant shall render all services pursuant to this Agreement under the direction and supervision of the authorized representative or his/her successor. The Consultant's Authorized Representative is "**Contact Person Name**" at "**Contact Person Phone**", or his/her successor.

1.2 State's Consultant's Responsibilities: Exhibit A, which is attached and incorporated into this Agreement, sets forth specific responsibilities and Instruments of Service for the State and for the Consultant for each phase of the professional services.

1.2.1 When the State determines that the project delivery method to be used is Construction Manager at Risk, Design-Build or other, see Exhibit N-Article 13

Supplementary Amendments to the State of Minnesota State/Designer Basic Services Agreement for instruments of services and responsibilities that are in addition to the requirements, responsibilities and duties contained in this contract and Exhibit A.

1.3 Satisfactory Performances: Time is of the essence under this Agreement. Neither party shall unreasonably delay the progress of the work beyond the time limit set forth in Exhibit A. The Consultant and State shall perform their obligations under this Agreement in a manner, which meets the project requirements identified in Exhibit A. The Consultant shall perform in a manner that is consistent with reasonable professional skill and care. The Consultant and the State shall endeavor to satisfy the Project Schedule. Neither party shall unreasonably impede the other in performance of its obligations. The Consultant acknowledges that the Project Schedule prepared by the State and set forth in this Agreement includes sufficient time allowances for State review and for review by authorities having jurisdiction over the project.

1.4 Personnel: All personnel provided by the Consultant shall be fully qualified and authorized under state or local law to perform the services required by this Agreement. The personnel shall not be employees of the State. The Consultant represents that services required hereunder will be performed directly by the Consultant or through subconsultants under contract with the Consultant which are identified in Exhibit C, Consultant's Qualifications Proposal, which is attached and made a part of this Agreement. If during the term of this Agreement the State raises objections to any listed person or entity, the Consultant shall propose substitutes to whom the State and Consultant mutually agree. If such substitution causes delay or additional costs to the Consultant, the State shall agree to an equitable adjustment of the Project Schedule, and the Consultant's compensation may be changed by negotiation.

1.5 Cost of Construction:

1.5.1 Budgeted Cost of Construction: The State's Budgeted Cost of Construction is based on the State's program, Predesign and/or legislative project funding authorizations.

1.5.2 Responsibility for Estimated Cost of Construction: The Consultant is solely responsible for the accuracy of its construction cost estimates and the State's actions and authorizations are based in whole or in part on that information. In preparing Estimated Construction Cost, the Consultant shall be permitted to include contingencies for design, bidding and price escalation; to recommend what materials, equipment component systems, and types of construction are to be included in the Construction Documents; to recommend reasonable adjustments in the scope of the Project and for no additional fee, to include in the Construction Documents those deduct alternates which have been approved by the State. If the Consultant finds, during the progress of the work, construction estimates may exceed the State's Budgeted Cost of Construction due to factors within the Consultant's control, the Consultant shall revise the design and all documents affected by the design revisions at no additional cost to the State. The State shall promptly review and, if approved, authorize the revisions to the design. In the event bids exceed the final cost estimate, the State, at its option, can require the Construction Documents to be revised as necessary to achieve the agreed upon estimate. This shall be accomplished without additional cost to the State for revising the Construction Documents and the rebid process. In the event bids are below the final cost estimate by fifteen (15) percent or more and the State

had previously agreed to program and/or quality reductions based on the final estimate, the State, at its option, and without additional compensation, will require the Consultant to revise the bid documents to reinstate the program and quality.

1.6 Tests: Throughout the term of this Agreement, the State shall furnish surveys, borings, or test pits, and chemical, mechanical, or other tests and reports (collectively "tests and reports") when requested by the Consultant and approved in writing by the State. The Consultant shall be entitled to rely on the accuracy and completeness of tests and reports provided by the State, subject to any limitations expressly stated by the professionals providing the tests and reports and only to the extent consistent with the ordinary standard of care for the type of professional providing the test, and provided further, that the Consultant is required to notify the State if the Consultant knows or has reason to know of any ambiguities or errors in the tests or reports, or if the Consultant knows or has reason to know of additional information relevant to the tests or reports provided by the State.

1.7 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.

1.8 State Audits: Under Minn. Stat. § 16C.05, subd 5, the books, records, documents, and accounting procedures and practices of the Consultant and its employees, agents, or subconsultants relevant to this Agreement shall be made available and subject to examination by the State, Legislative Auditor, and State Auditor for a minimum period of six (6) years from the end of this Agreement

1.9 Ownership of Instruments of Service: Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's subconsultants are Instruments of Service.

1.9.1 Ownership: Prior to full payment of all sums due the Consultant under this Agreement and upon performance of all the State's obligations under this Agreement, the Consultant shall provide reproducible copies of the latest Instruments of Service and the latest electronic data prepared by the Consultant for the Project to the State and these shall become the property of the State. The Consultant shall retain full rights to electronic data and the instruments of Service and the right to reuse component information contained in them in the normal course of the Consultant's professional activities. The Consultant shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed in writing to the State, and shall be given appropriate credit in any public display of such instruments of service.

1.9.2 Reuse of Instrument of Service: State acknowledges that (1) the Consultant has prepared the Instruments of Service for construction of the Project with the Consultant's involvement throughout the Project, as contemplated by this Agreement, (2) the Instruments of Service are not in themselves necessarily sufficient for construction of the Project without the Consultant's involvement, and (3) the Instruments of Service are not appropriate for construction of any other project except as provided herein. The Consultant acknowledges that the State will use and rely upon the Instruments of Service and the latest electronic data prepared by the Consultant for this Project, including but not limited to the as-built drawings and specifications in connection with any future repairs, remodeling or maintenance to the Project and of subsequent phases of the Project. If the Consultant is in default or breach of its obligations under this Agreement, the State shall have full ownership rights of the Instruments of Service and all electronic data. If the Consultant is adjudged to be in default or this Agreement is terminated, the State shall not use the Instruments of Service for completion of this Project by others without the involvement of qualified professionals who shall assume the Consultant's professional obligations and liability for work not completed by the Consultant. To the fullest extent allowed by law, the State releases the Consultant, the Consultant's sub-consultants, and the agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the State's use of the

Instruments of Service other than in accordance with this Agreement.

1.9.3 Transfer of Ownership: Under no circumstances shall the transfer of ownership of the drawings, specifications, electronic data, or other Instrument of Service be deemed to be a sale by the Consultant and the Consultant makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

1.10 Governing Law, Jurisdiction and Venue: This Agreement is governed by the laws of The State of Minnesota. In case any dispute or controversy arises between the Consultant and the State, either party may exercise any legal remedies in District Court that may be available to them. The venue for any proceedings is agreed to be Ramsey County, State of Minnesota. Alternative dispute resolution methods, such as mediation, may be utilized when acceptable to all parties to the dispute or controversy. The Consultant and the State each shall incorporate the requirements of this Section in its agreements with sub-consultants, separate consultants, and contractors and separate contractors in connection with this Project.

1.11 Successors and Assigns: The Consultant binds itself jointly and severally, its successors, executors, administrators, and assigns to the State in respect to all covenants of this Agreement. With the exception of State-approved consultants and special consultants, the Consultant shall not assign, sublet, or transfer any part of its interest in this Agreement except upon written approval of the State.

1.12 Effective Date: Until funds for this Agreement have been encumbered and all approvals made by the Department of Administration, this Agreement shall not be valid or effective, and there shall be no liability upon the State for payment. The Consultant shall have no obligation to commence work until funds have been encumbered and the State's Authorized Representative has provided the Consultant with a written notice to proceed.

1.13 Form of General Conditions: American Institute of Architects AIA 201, General Conditions (2007 Edition), as amended by the State for this project and identified as Exhibit H, but solely for the purpose of defining the duties and responsibilities between the Consultant and the State herein. The Consultant shall require each of its sub-consultants to be bound to the Consultant by the same terms and conditions required of the Consultant under this Agreement. With respect to the sub-consultants' work, all sub-consultants shall

assume toward the Consultant all the obligations and responsibilities which the Consultant assumes toward the State. A sub-consultant is a person or entity who has a direct contact with the Consultant to perform a portion of consultant services in connection with this Agreement. Nothing in this Agreement shall be deemed to create any rights on the part of any person or entity not a party to this Agreement

ARTICLE 2 [EXCLUDED] SCHEMATIC DESIGN PHASE

2.1 Commencement: The Schematic Design Phase shall commence after the State and the Consultant have executed this Agreement and the State has provided the Consultant with written notification that the Department of Administration has encumbered funds for the Consultant's work under this Agreement. Consultant agrees to provide services in accordance with Exhibit A, Scope of Services, and Exhibit G, State's procedures and guidelines, which are identified in Article 12 and incorporated by reference. The Instruments of Services, as enumerated in Exhibit A, will establish conceptual design for all major architectural and engineering systems, and Consultant shall prepare a written description of the Project together with Schematic Design drawings, specifications, and other description as necessary to properly convey the scale and relationship of the project components, including, for new construction, site selection, building placement at the site, and response to all related considerations, including but not limited to soil profiles, soil consolidation, ground water level and drainage, and entry/exit relationships to existing buildings.

2.1.1 When the State determines that the project delivery method to be used is Construction Manager at Risk, Design-Build or other, see Article 13 **Supplementary Amendments to the State of Minnesota State/Designer Basic Services Agreement** for instruments of services and responsibilities that are in addition to the requirements, responsibilities and duties contained in this contract and Exhibit A.

2.2 Program Evaluation: The Consultant, the State, and state agency clientele shall mutually agree on the program, schedule, and budget and shall jointly establish communication procedures for the performance of services. If the Consultant, the State and the state agency clientele are unable to mutually agree on the program, schedule and budget, the State's Project Manager shall have final authority to make the decisions.

2.3 Submittals: The Consultant shall submit completed Schematic Design Instruments of Service as enumerated in Exhibit A.

2.4 Authorization to Proceed: The Consultant shall not proceed with the Design Development Phase in Article 3 of this Agreement until the completion of Schematic Design Phase of this Agreement and receipt of written authorization and direction to proceed from the State Authorized Representative.

ARTICLE 3 [EXCLUDED] DESIGN DEVELOPMENT PHASE

3.1 Commencement: The Design Development Phase shall commence with the written authorization and direction to proceed from the State. Consultant agrees to provide services in accordance with Exhibit A and Exhibit G. The Consultant shall prepare Design Development Instruments of Service based upon approved Schematic Design Phase Instruments of Service and any changes in Project Schedule, Project Program, and Budgeted Cost of Construction to which the State and the Consultant agree. If the Consultant and the State do not reach agreement on change to the Project Schedule, Project Program or Budgeted Cost of Construction, the State's Project Manager, based on the contractual responsibility for the Project Schedule, Project Program and Budgeted Cost of Construction, shall have final authority to approve any and all changes. These Instruments of Service, as enumerated in Exhibit A, will illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, construction details, and equipment layouts. The Design Instruments of Service will further describe the major materials and systems and establish their quality levels.

3.2 Submittals: The Consultant shall submit completed Design Development Instruments of Service as enumerated in Exhibit A.

3.3 Authorization to Proceed: The Consultant shall not proceed with the Construction Documents Phase in Article 4 of this Agreement until the completion of Design Development Phase of this Agreement and receipt of written authorization and direction to proceed from the State's Authorized Representative.

ARTICLE 4 [EXCLUDED] CONSTRUCTION DOCUMENTS PHASE

4.1 Commencement: The Construction Documents Phase shall commence with written authorization and direction to proceed from the State instructing the Consultant to proceed with the preparation of the Construction Documents. Consultant agrees to provide services in accordance with Exhibit A and Exhibit G. The Consultant shall prepare such documents from the approved Design Development Instruments of Service. These Instruments of Service, as enumerated in Exhibit A, shall consist of drawings and specifications setting forth in detail the requirements for the construction of the Project. The Consultant shall include or incorporate by reference Exhibit H, the General Conditions of the Contract for Construction as modified by the State.

4.2 Submittals: The Consultant shall submit Construction Documents Instruments of Service as enumerated in Exhibit A.

ARTICLE 5 [EXCLUDED]

BIDDING PHASE

5.1 Commencement: The Bidding Phase shall commence with written authorization and direction to proceed from the State. Consultant agrees to provide services in accordance with Exhibit A and Exhibit G.

5.2 Issue for Bids: Upon acceptance of the bidding documents by the State's authorized representative, the Consultant shall issue drawings and specifications to prospective bidders, assist the State in obtaining proposals from contractors and assist in the awarding of construction contracts. The State shall provide the Consultant with information listed in Exhibit A.

5.3 Addenda: No changes shall be made in the Project Program or the various documents prepared by the Consultant or material substitution approval after bids have been invited, except upon prior authorization by the State's authorized representative. The State shall review and act upon proposed addenda that may be required by the Bidding Phase.

5.4 Submittals: Consultant shall submit Bidding Instruments of Services as enumerated in Exhibit A.

ARTICLE 6 [EXCLUDED]

CONSTRUCTION PHASE

6.1 Commencement: The Construction Phase shall commence with the written authorization and direction to proceed given by the State's authorized representative when the official Notice to Proceed is issued to the successful bidder(s). The Consultant agrees to provide services in accordance with Exhibit A and Exhibit G. The Consultant shall administer the construction

contracts in accordance with the provisions of the Construction Documents and as enumerated in Exhibit A of this Agreement upon receipt of a copy of the Notice to Proceed.

6.2 Consultant's Authority: The Consultant, as representative of the State during the Construction Phase, shall communicate with the construction contractors. All of the State's instructions to construction contractors shall be issued through the Consultant. Unless otherwise directed by the State's Authorized Representative, the Consultant shall have the authority to act on behalf of the State to the extent provided in the general conditions of construction contracts.

6.3 Construction Observation: The Consultant shall make periodic on-site observations of the Project in accordance with Exhibit A. The purpose of the on-site observations will be to observe the progress and quality of the construction work being carried on to determine if the work is proceeding in accordance with the Construction Documents. Unless otherwise stated in Exhibit A, the Consultant shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the work.

6.4 Responsibility for Construction: The Consultant shall not be responsible for construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the construction work, and shall not be responsible for a Contractor's failure to carry out the work in accordance with the Construction Documents. However, where the Consultant observes deficiencies in the work or where the Consultant observes Contractor failing to execute the construction work in accordance with the Construction Documents, the Consultant shall promptly notify the Contractor and the State in writing of all such deficiencies and shall inform the State when, in the Consultant's opinion, the work should be stopped. Authority to stop work shall, however, rest with the State.

6.5 Contractor Applications for Payment: Based on the Consultant's observation of the progress of the work for conformance with the Construction Documents and completion to the extent indicated by the Contractor, and evaluations of the Contractor's Applications for Payments, the Consultant shall promptly review and certify the amounts due the Contractor, to the best of the Consultant's knowledge and information.

6.6 Submission Review: The Consultant shall promptly review or take other appropriate action with respect to shop drawings, samples, or other submissions of Contractor for the purpose of checking for conformance with the Consultant's design intent and compliance with the information in the Construction Documents.

6.7 Changes to the Work: The Consultant shall prepare all reasonable changes to Construction Documents as required for the successful completion of the Project as requested by the State, and shall notify the State of additional services, if any, required by the State's request.

ARTICLE 7 [EXCLUDED] POST CONSTRUCTION PHASE

7.1 Commencement: The Post Construction Phase shall commence with the issuance of the Certificate of Substantial Completion. Consultant agrees to provide services in accordance with Exhibit A and Exhibit G and Instruments of Service as enumerated in Exhibit A. The established warranty period for the construction work will begin on the date stated on the Certificate of Substantial Completion.

7.2 Drawings of Record: See 10.1

7.3 Post Construction Warranty Review: The Consultant and its sub-consultants shall provide a review of the warranty performance of the construction as identified in Exhibit A. This review shall take place 10 months following the date of substantial completion. The Consultant shall inform the State promptly and report in writing of its findings during this review. The Consultant shall provide the required administrative services to assure that all defective work shall be corrected to the satisfaction of the State. In the event this review and related administrative services require more than the total person-hours identified in Exhibit A, or are not related to scope of work that is part of the consultant's responsibility to address during the progress of scope of work during the construction phase, the Consultant shall be eligible for additional compensation for the additional administrative services as an additional service.

ARTICLE 8 CONSULTANT COMPENSATION

8.1 Determination of Compensation: The State shall compensate the Consultant in accordance with the terms and conditions of this Agreement as provided in attached Exhibit B, Consultant's Fee Proposal.

8.1.1 Total Compensation: The Consultant's total compensation for Basic Services, Requested Additional Services (including, if applicable, Art in State Buildings, in Minn. Stat. § 16B.35) and Estimated Reimbursable Expenses shall be the dollar amount listed in the preamble to this Agreement, immediately before Article 1, and as enumerated in Exhibit B, Consultant's Fee Proposal.

8.2 Payments:

8.2.1 Consultant Progress Payments: The State shall pay the Consultant monthly on the basis of monthly invoices submitted by the Consultant, as provided in Section 8.2.2, provided (1) the sum of payments made by the State shall remain in proportion to the amount of work completed by the Consultant and (2) the total payment for any phase shall not exceed the fee for that phase as enumerated in Exhibit B.

8.2.2 Invoices: Payments shall be made upon presentation of valid invoices to the State by the Consultant in a format prescribed by the State. Invoices for services provided under this Agreement may be submitted monthly. In accordance with Minn. Stat. § 16A.124, the State agrees to pay the Consultant within thirty (30) days of the receipt of a valid invoice. Payments not made within thirty (30) days after the date of receipt of a valid invoice by the State's Authorized Agent, unless contested by the State, shall bear interest at a rate of one and one-half percent per month unless otherwise provided in Minn. Stat. § 16A.124. Such interest shall begin to accrue thirty (30) days following receipt by the State of a valid invoice for those services.

8.2.3 Subcontractor Payments: In accordance with Minn. Stat. § 16A.1245, the Consultant shall pay to each sub-contractor, within ten (10) calendar days of the Consultant's receipt of payment from the State, the amount paid to the Consultant on account of the sub-contractor's work to the extent of the sub-contractor's interest therein. If the Consultant does not make said payment to any sub-contractor within the specified time, the Consultant shall pay interest to the sub-contractor in the amount of one and one-half (1.5) percent per month, or any part of the month, on any undisputed amount not paid to the sub-contractor within ten (10) calendar days of the Consultant's receipt of payment from the State for any undisputed services provided by the sub-contractor unless otherwise provided in Minn. Stat. § 16A.1245. To the extent a sub-contractor provides for earlier or larger payments, the Consultant shall make payment to the sub-contractor as provided for therein irrespective of the date or amount of any payment made by the State.

8.2.4 Payment Withheld: No deduction shall be made from payments to the Consultant on account of penalties, liquidated damages, or other sums withheld from payments to Contractors, provided nothing in this Section shall limit the State's remedies against the Consultant for costs or damages attributable to the Consultant's failure to perform under this Agreement.

8.3 Compensation Adjustments: [EXCLUDED]

For each phase of the Consultant's work commenced after an increase or decrease by the State in the Budgeted Cost of Construction, the Consultant's compensation for all remaining phases of the work shall be adjusted to a percentage of the new Budgeted Cost of Construction, based on the percentage fee shown in Exhibit B. Such adjustments shall not be retroactive for phases already completed. For any phase underway at the time the State adjusts the Budgeted Cost of Construction, the State shall prorate the adjustment of the Consultant's fee for the phase based upon the Project Schedule. The Consultant's fee shall not be decreased or increased should the contract award amount be more or less than the Budgeted Cost of Construction unless such increase or decrease is due to a change in the scope of the Project.

8.4 Additional Services:

8.4.1 Supplemental Agreements: Supplemental Agreements shall be executed for all additional services. Supplemental Agreements resulting from an increase in the scope of the work defined in this Agreement are not valid or effective until the written approval of all parties to this Agreement have been received and until funds for that purpose are fully encumbered by the State. Until all approvals are received and funds are encumbered, there shall be no liability upon the State for payment of obligation or on the part of Consultant to commence services on the additional work. Any claim for additional fees shall be made to State immediately and not more than twenty (20) days after the Consultant's knowledge of the occurrence giving rise to the claim. Claims made after twenty (20) days shall not be honored by the State. Program changes requested by agency clientele shall be authorized only when such requests are made to the State's Authorized Representative in writing by authorized agency clientele personnel, and then only when the State's Authorized Representative approves such requests in writing.

8.4.2 Additional Services Compensation: [EXCLUDED]

Compensation for Additional Services is to be in addition to compensation for Basic Services. Additional Services provided by the Consultant and the

Consultant's sub-consultants in the interest of the Project include, but are not limited to, those listed in Exhibit A. Compensation for Additional Services shall be in accordance with Exhibit B.

8.4.3 Revisions to Scope of the Project: [EXCLUDED]

In the event that revisions to the budget or program are required due to factors outside the Consultant's control through the Design Development Phase, the Consultant shall make all revisions necessary as provided in Article 8.3.

8.5 Reimbursable Expenses: Exhibit B identifies allowable reimbursable expenses. Allowable Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Consultant and the Consultant's employees, and sub-consultants for their work on the Project. An agreed upon amount will be negotiated by the State and the Consultant prior to commencement of the Project. The Consultant will develop a projected breakdown of all allowable Project Reimbursable Expenses for approval - by the State.

8.6 Direct Expenses: Unless otherwise provided in Exhibit B, compensation for direct expenses is included in the Consultant's basic services compensation.

**ARTICLE 9
CANCELLATION, TERMINATION BY
ABANDONMENT OR SUSPENSION OR
SCOPE REDUCTION, EXPIRATION**

9.1 Cancellation:

9.1.1 Cancellation with Cause: If through any cause within the Consultant's control that is not authorized by the State, the Consultant shall fail to submit Instruments of Service and other documents as required herein and according to the stated Project Schedule, or if the Consultant shall violate any of the covenants, agreements, or perform such services in an unsatisfactory manner, the State shall have the right to cancel this Agreement upon seven (7) days written notice to the Consultant. If, upon cancellation, the State incurs additional cost as a result of the Consultant's failure to perform, the Consultant shall be responsible for the amount of such additional costs reasonably incurred by the State. The State shall be entitled to withhold from any payment due to the Consultant, an amount which the State reasonably believes may be its additional costs until such time as the exact amount of such additional cost is determined and the Consultant has rendered payment thereof. Nothing herein shall be

construed to require the State to pay interest on any retainage amount held by the State under this Agreement.

9.1.2 Cancellation without Cause: In accordance with Minn. Stat. § 16C.08, subd. 5(a), the State, including, specifically, the commissioner of Administration may cancel this Agreement at any time without cause upon thirty (30) days written notice to the Consultant. Upon termination, the Consultant will be entitled to payment for authorized services satisfactorily performed through date of cancellation.

9.2 Abandonment, Suspension, or Scope Reduction:
[NOTE: AIA 201 uses the word “suspension”]

9.2.1 Notice: At any time during the term of this Agreement, the State may abandon the Project entirely, suspend it for an indefinite time, or reduce the scope or quality of the Project upon seven (7) days written notice to the Consultant.

9.2.2 Abandonment or Suspension: In the event that the State abandons the Project entirely or suspends same for more than ninety (90) calendar days, the Consultant shall only be entitled to compensation for services satisfactorily rendered as of the date of Notice of Abandonment or Suspension. In the event of abandonment or suspension, the Consultant shall remain the Consultant of record and be entitled to continue as the Consultant should the Project be recommenced within twelve (12) months after receipt of written notice.

9.3 Expiration: Unless otherwise canceled or terminated, this Agreement shall expire when the Consultant has satisfactorily performed all obligations and the State has made payment for same in accordance with this Agreement, but no later than twelve (12) months after the Consultant issues the final Certificate of Payment for the construction, as defined in Exhibit G or no later than five (5) years after the effective date of this Agreement, whichever occurs first.

ARTICLE 10 OTHER CONDITIONS

10.1 Drawings of Record: CONSULTANT shall, upon final completion of the Project, revise the original drawings and specifications to show all design changes made by CONSULTANT in the drawings, specifications, and addenda. CONSULTANT shall also revise the original drawings and specifications to show as-built conditions reported by the Contractor. CONSULTANT shall not be required to make a detailed

survey of the project as-built and CONSULTANT shall not be responsible for the accuracy of information provided by the Contractor. However, CONSULTANT shall be required to document all supplemental agreement work that has been incorporated into the Project. These drawings and specifications shall be transmitted to the Department of Administration, Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Ave., St. Paul, Minnesota 55155-1625. These documents shall be referred to as Drawings of Record. The STATE acknowledges that these documents may not be a complete record of as-built condition and that the documents shall be used in accordance with Article 1.9 in this Agreement. Drawing format shall meet State of Minnesota, Real Estate and Construction Services, Computer Aided Drafting (CAD) Guidelines which are hereby incorporated by reference and identified as Exhibit G in Article 12.

10.2 Insurance: Exhibit D1, which is attached and incorporated into this Agreement, identifies the insurance requirements for this Project. The Consultant shall provide the State with a copy of an insurance certificate(s) indicating compliance with the insurance requirements and limits in Exhibit D1.

The Consultant may satisfy such requirements for limits of insurance by presenting evidence that the aggregate value of insurance carried by the Consultant and its sub-consultants equal the required amount. The Consultant or its sub-consultants shall pay the insurance premiums.

10.3 Nondiscrimination: The Consultant agrees that during the term of this Agreement it will comply with the provisions of Minn. Stat. § 363A relative to nondiscrimination.

10.3.1 Nondiscrimination on account of race, creed, or color prohibited in contract: The vendor will comply with the provisions of Minn. Stat. § 181.59 which requires that 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 contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

10.4 Tax Information: The Consultant is required to provide the Consultant's social security number or federal and state tax identification numbers. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require the Consultant to file tax return and to pay delinquent tax liabilities. This Agreement will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in the payment of state obligations. No other dissemination of this information is permitted.

10.5 Affirmative Action: The State intends to carry out its responsibility for requiring affirmative action by its consultants.

10.5.1 Covered Contracts and Consultants: If the Agreement exceeds \$100,000 and the consultant employed more than forty (40) full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principal place of business, then the Consultant must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Consultant covered by Minn. Stat. § 363A.36 because it employed more than forty (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

10.5.2 Minn. Stat. § 363A.36: Minn. Stat. § 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.

10.5.3 Minn. R. 5000.3400-5000.3600:

10.5.3.A General: Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 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 Minn. R. 5000-3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

10.5.3.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 Minn. Stat. § 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 Minn. Stat. § 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.

10.5.3.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 Agreement by the Commissioner or the State.

10.5.3.D. Certification: The Consultant hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. Consultant shall complete and sign Exhibit E, Affirmative Action Certification, which is attached and made a part of this Agreement

10.5.4 Debarment by State, its Departments, Commissions, Agencies or Political

Subdivisions: Contractor certifies that neither it nor its principles is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the contract award was based. Contractor shall provide immediate written notice to the State's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

10.5.5 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the

solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

10.5.6 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must certify the following, as required by the regulations implementing Executive Order 12549.

10.5.6A Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

- covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10.5.6B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

10.6 Antitrust Laws: The Consultant hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

10.7 Government Data Practices Act: The Consultant and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 by either the Consultant or the State.

If the Consultant receives a request to release the data referred to in this Article, 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.

10.8 Energy Conservation and Sustainability: The Consultant shall predesign and design the project to comply with The State of Minnesota Sustainable *Building Guidelines (MSBG)* – also known as B3 Guidelines. The guidelines are available at the following website: www.msbg.umn.edu/index.html. This requirement applies to all new buildings, additions, and to major renovations. A major renovation is defined as at least 10,000 square feet and/or encompasses the complete replacement of the mechanical, ventilation, or cooling system of the building or a section of the building. During the development of the design,

throughout all design phases, the Consultant shall submit all required documentation and enter all project data into the MSBG Tracking Tool located at the following website: www.msbgtracking.com. The Consultant shall enter sufficient data to achieve a “Compliant” status.

10.8.1 All Projects. The Consultant agrees to and shall provide energy efficient design and specify the maximum energy efficient equipment on all projects regardless of the project size or scope. The consultant shall, through coordination and approval by the State, incorporate sustainable design options into the project.

ARTICLE 11 OTHER PROVISIONS

11.1 The following clauses are excluded from this Agreement:

- Article 2, Schematic Design Phase
- Article 3, Design Development Phase
- Article 4, Contract Documents Phase
- Article 5, Bidding Phase
- Article 6, Construction Phase
- Article 7, Post Construction Phase
- Article 8.3 of Article 8
- Article 8.4.2 of Article 8
- Article 8.4.3 of Article 8

11.2 In the event of a conflict between the terms of this Agreement, and its Exhibits, this Agreement shall take precedence. No terms and conditions of the Consultant’s Fee Proposal Exhibit, or Consultant’s Qualifications and General Requirements Proposal Exhibit, will be construed to modify, diminish or derogate the terms and conditions of this Agreement.

11.3 Survival of Terms. The following clauses survive the expiration or cancellation of this Agreement:

- 1.7 Indemnification
- 1.8 State Audits
- 1.9 Ownership of Instruments of Service
- 1.10 Governing Law, Jurisdiction and Venue
- 10.7 Government Data Practices Act

ARTICLE 12 SCHEDULE OF EXHIBITS

The following documents are incorporated herein.

12.1 Exhibit A Scope of Services

12.2 Exhibit B Consultant’s Fee Proposal

12.3 Exhibit C Consultant’s Qualifications Proposal or Not Applicable

12.4 Exhibit D

1. State Insurance Requirements
2. Consultant Certificate of Insurance

12.5 Exhibit E Affirmative Action Certification

12.6 Exhibit F Certification Regarding Lobbying

12.7 Exhibit G The State’s Designer Procedures Manual, State’s Predesign Manual for Capital Budget Projects, The State’s Design Guidelines (including all amendments and appendices), Guide to Minnesota Environmental Review, the State’s, Computer Aided Drafting (CAD) Guidelines, States Building Air Quality Guidelines, Building Infrastructure Standards for State Owned Buildings, Demolition Procedures, The State of Minnesota Sustainable Building Guidelines (B3), Real Estate and Construction Services Sustainable Building Guidelines, and Space Guidelines; current editions (incorporated by reference). A copy is available at Web site: www.admin.state.mn.us/recs click on “Construction Services” and “Manuals, Guidelines, and Forms”. The Guide to Minnesota Environmental Review is available at <http://www.eqb.state.mn.us/program.html?Id=18107#overview>

12.8 Exhibit H AIA 201 General Conditions (2007 Edition) as modified by the State. (incorporated by reference, and available from RECS).

12.9 Exhibit I Affidavit of Noncollusion

12.10 Exhibit J Not Used

12.11 Exhibit K Consultant Performance Evaluation Form (Incorporated by reference. A copy is available at Web site: www.admin.state.mn.us/recs)

12.12 Exhibit L Project Energy/Utility Savings Form (Incorporated by reference. A copy is available at Web site: www.admin.state.mn.us/recs)

12.13 Exhibit M Not Used

12.14 Exhibit N Article 13 Supplementary Amendment to the *State of Minnesota State/Designer Basic Services Agreement* when using the Construction Manager at Risk Project Delivery Method. (Applicable

for Construction Manager at Risk delivery method)
(Incorporated by reference. A copy is available at Web
site: www.admin.state.mn.us/recs).

IN WITNESS WHEREOF the 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. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

| |
|---------------------------|
| SWIFT Order Number: |
| Certification Signature : |
| Date : |

2. CONSULTANT: "Consultant Firm Name"

The Consultant certifies that the appropriate person(s) have executed the Agreement on behalf of the Consultant as required by applicable articles, by-laws, resolutions, or ordinances. The Consultant further certifies that no additions, omissions or other changes have been made to the Agreement other than providing requested information in Exhibits B and C.

| |
|---|
| By: _____ (Corporate Signature) |
| Printed Name: |
| Title: |
| Date: |

| |
|---|
| By: _____ (Corporate Signature) |
| Printed Name: |
| Title: |
| Date: |

3. STATE AGENCY: Department Administration

Contract approval and certification that state funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

| |
|--|
| By: _____ (Authorized Signature) |
| Printed Name: Gordon Christofferson |
| Title: Project Operations Manager |
| Date: |

4. COMMISSIONER OF ADMINISTRATION, as delegated to Materials Management Division:

| |
|----------------------------|
| By: (Authorized Signature) |
| Date: |

Exhibit B – FEE PROPOSAL

| | | |
|--|--------------------|---------------|
| Name of Project: | " Project Title" | |
| Project Facility: | "Project Facility" | |
| Project Location: | "Project Location" | |
| RECS Project ID: | "RECS ID" | |
| Primary Consultant Firm (Name and Address): | | |
| Contact Person: | | |
| Phone: | Fax: | Email: |

(Repeat above information for all subconsultants on separate sheet. Include all-inclusive fee on Primary Consultant Firm's Fee Proposal)

PROPOSED COMPENSATION:

| FEE SUMMARY | AMOUNT | % of Total |
|---|--------|------------|
| Professional Fees – Basic Services* | | |
| Schematic Design Phase | \$ | 10 |
| Design Development Phase | | 15 |
| Construction Documents Phase | | 40 |
| Bidding Phase | | 5 |
| Construction Phase | | 25 |
| Administration and Periodic On-Site Observation (insert no.) Site Visits | | 5 |
| Post Construction Phase | | 5 |
| Total Basic Services | | 100 |
| Additional Services (For specific work required by the project. Not for SA work) | | |
| To be edited by the PM. May be a not to exceed number, based on an hourly rate X number of hours, such as roof inspection, historical documentation. | | |
| To be edited by the PM. May be a lump sum service. | | |
| Total Additional Services | | |
| Total Reimbursable Expenses (from SCHEDULE OF REIMBURSABLE EXPENSES) | | |
| TOTAL COMPENSATION <i>(Fees + Reimbursable expenses)</i> | \$ | |

(Repeat for all subconsultants)

TOTAL FEE -AS A PERCENTAGE OF CONSTRUCTION: _____%
 (Total Basic Services Fee divided by Budgeted/Estimated Cost of Construction.
 Compensation may be based on this percentage of Construction Cost)

*** Markup is not allowed on Subconsultant fee**

Exhibit B (Continued)

SCHEDULE of REIMBURSABLE EXPENSES (estimated)

Only the following reimbursable expenses are allowed. Any expenses must be included in the Consultant's Fee for Basic Services

| Expense Description | Amount |
|--|-----------|
| Printing: Consultant shall be reimbursed for printing of Schematic Design Development Documents, Construction Documents, and Bidding Documents. | |
| Plans: Blue Line or Black Line prints at \$ 0.10 per sq ft | |
| 30" x 42" sheet = \$0.88 | |
| 24" x 36" sheet = \$0.60 | |
| Predesign, Reports and Construction Specifications: Multilith or Instant Print \$0.05 per sheet (each face). Specifications shall be duplicated utilizing both sides of sheet. | |
| Electronic Files of record drawings and specifications: Files may be in dwg, doc, xls or pdf formats (2 sets ea) | |
| Mail: Consultant shall be reimbursed at cost for U.S. Mail or Express postage fees to convey Pre-design, Schematic Design, Design Development, Construction and Bidding Documents to the State review consultants, to State and local officials and contractors | |
| Telephone and Fax: Consultant shall be reimbursed at cost for long-distance telephone calls and for long-distance fax transmissions pertaining to the Project. | |
| Plan Review Fee: Consultant shall be reimbursed at cost for the plan review fee. | |
| TOTAL REIMBURSABLE EXPENSES: | \$ |

Authorized Signature: _____

Title: _____

END OF EXHIBIT B

EXHIBIT C - QUALIFICATIONS PROPOSAL

INSTRUCTIONS

(Do not include these instructions with your response)

INSTRUCTIONS FOR COMPLETING FORM (Numbered paragraphs below correspond to numbers contained in form):

- 1.0** Provide State's project number, project name, and location of the project for which this form is being submitted.
- 2.0** 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 (4) below.
 - a.** 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.
- 3.0** Provide statements on the Responder and design team's interest and availability to promptly perform the services called for in the RFP.
- 4.0** If Responder intends to use outside (as opposed to in-house) consultants, provide name(s) and address(es) of all such firm(s) and name of principal person(s), as well as the particular areas of technical/professional expertise, as it relates to this project. Previous working relationships should be noted.
- 2.0** Provide brief resumes of key personnel expected to participate on this project. Limit resumes to only those personnel and specialists who will have major project responsibilities. Work completed while employed with other firm(s) may be included as long as firm name and location is identified.
- 3.0** List projects completed by the firm submitting this application. Work performed by other segments of the firm not located within the confines of the office submitting this application, or work completed by individuals while employed with other firms, should not be listed.
 - a.** Projects listed must have been designed and constructed no more than 10-years from date of request for proposal.
 - b.** Prime consideration will be given to projects that illustrate responder's capability for performing work similar to that described in this RFP.
- 4.0** Describe your understanding of the Project. Discuss the significant issue(s) to be addressed and your specific approach to the planning, design and construction process, include schedule with milestone dates.
- 5.0** 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.
- 6.0** Respond to each statement and attach completed documents as required.
 - a.** 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.**

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.

4. SUBCONSULTANTS PROPOSED FOR THIS PROJECT

| FIRM NAME & ADDRESS | NAME OF PERSON ASSIGNED TO PROJECT AND SPECIALTY FOR THIS PROJECT, Registration No, if applicable (Structural, HVAC, Plumbing, Electrical, Fire Protection, Telecommunications, Environmental Etc.) | HAS FIRM WORKED WITH RESPONDER BEFORE? (YES OR NO) |
|---------------------|---|--|
| a. | | ___ YES ___ NO |
| b. | | ___ YES ___ NO |
| c. | | ___ YES ___ NO |
| d. | | ___ YES ___ NO |
| e. | | ___ YES ___ NO |
| f. | | ___ YES ___ NO |
| g. | | ___ YES ___ NO |
| h. | | ___ YES ___ NO |
| i. | | ___ YES ___ NO |
| j. | | ___ YES ___ NO |

5. BRIEF RESUME OF KEY PERSONS AND SPECIALISTS FOR RESPONDER AND Its CONSULTANTS ANTICIPATED FOR THIS PROJECT. ADD ADDITIONAL PAGES IF NECESSARY.

| | |
|--|--|
| a. NAME AND TITLE: | a. NAME AND TITLE: |
| b. PROJECT ASSIGNMENT: | b. PROJECT ASSIGNMENT: |
| c. NAME OF FIRM WITH WHICH ASSOCIATED: | c. NAME OF FIRM WITH WHICH ASSOCIATED: |
| d. YEARS EXPERIENCE: WITH THIS FIRM: WITH OTHER FIRMS: | d. YEARS EXPERIENCE: WITH THIS FIRM: WITH OTHER FIRMS: |
| e. EDUCATION: DEGREE(S) / YEAR / SPECIFICATION | e. EDUCATION: DEGREE(S) / YEAR / SPECIFICATION |
| f. ACTIVE REGISTRATION: YEAR FIRST REGISTERED / DISCIPLINE | f. ACTIVE REGISTRATION: YEAR FIRST REGISTERED / DISCIPLINE |
| g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE PROPOSED PROJECT: | g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE PROPOSED PROJECT: |

7. APPROACH, METHODOLOGY, WORK PLAN INCLUDING SCHEDULE WITH MILESTONE DATES:

8. UNIQUE QUALIFICATIONS

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

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

| | |
|---|--|
| <p>10. Authorized Signature:</p> <p>_____</p> <p>(Signature of person identified in Section 2)</p> <p>Registration Number _____</p> <p>Date: _____</p> <p>() corporate officer* () partner* () sole proprietor *provide copy of corporate resolution or by-laws</p> <p>Firm is registered in Minnesota as a:</p> <p>() Corporation () LLP () Other _____</p> <p>MN Tax ID No. _____ FED Tax ID No. _____</p> <p>MN Vendor No. _____ (required for contract)</p> | <p>_____</p> <p>(Typed Name) _____ Date: _____</p> <p>_____</p> <p>(Typed Title)</p> |
|---|--|

END OF EXHIBIT C

Exhibit D1
State/Consultant Basic Services
Insurance Requirements

A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

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

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

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

The following coverages shall be included:

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

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

Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- Contractor's policy(ies) and Certificate(s) of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days advanced 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
- 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/YY)
Date Cert.
Typed

PRODUCER
Agent/Broker Name & Address

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Contractor/Vendor Name & Address

INSURERS AFFORDING COVERAGE
INSURER A: **Insurance Company**
INSURER B: "
INSURER C: "
INSURER D: "
INSURER E: "

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE AND INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE APPLIES. WHEREAS THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|---------|---|--|--------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | Policy Number | Effective date of policy | Expiration date of policy | EACH OCCURENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGRREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> | Policy Number | Effective date of policy | Expiration date of policy | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> | | | | AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA \$ AUTO ONLY: AGG \$ |
| | EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | Policy Number (*Excess/Umbrella may be used to supplement the GL & Auto limits, to satisfy policy limits) | Effective date of policy | Expiration date of policy | EACH OCCURENCE \$ * AGGREGATE \$ * \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Policy Number | Effective date of policy | Expiration date of policy | <input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE-EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| | OTHER Professional Liability (applicable if design related services provided) <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR | Policy Number | Effective date of policy | Expiration date of policy | Each Occurrence \$2,000,000 Aggregate \$2,000,000 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Project Location & Description: The State of Minnesota is named as an Additional Insured.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION

The State of Minnesota
Department of Administration-Real Estate & Construction Services
309 Administration Building
50 Sherburne Ave.
St. Paul, MN 55155
Attn:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
AUTHORIZED REPRESENTATIVE

Exhibit E

State Of Minnesota – Affirmative Action Certification

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

Your response will be rejected unless your business:

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

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

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 | | | | |

Exhibit F

CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over \$100,000

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

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

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

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

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

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

Exhibit I
STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION

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, including fees when required to be part of the proposal, submitted in response to the Request for Proposals for above-referenced project 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 Proposal, 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; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

Architectural/Engineering Professional/Technical Master Roster Contract Certification Form

| | | |
|--|---|---|
| Project Title " Project Title" "Project Facility" | Project Manager: "Project Manager" Contracts Specialist: "Contract Specialist" | Project Number "RECS ID" |
| Department of Admin on behalf of "Department Name" | Division Real Estate and Construction Services | Control Log No. "Control Number" |
| Estimated Contract Value (include state and non-state funds): "Contract Amount" | Source of Funds "Fund Number" "Dept ID Code" "Appr Code" | |
| Contract period from: _____ to: "Contract End Date" with option to extend <u> "Years" </u> add'l one year periods. | | |

(double click on checkbox and select "checked" to mark checkboxes)

| | |
|--|--|
| Nature of Contract: <input type="checkbox"/> Architectural Services <input type="checkbox"/> Engineering Services <input type="checkbox"/> Owner's Rep. <input type="checkbox"/> Study <input type="checkbox"/> Other Product or Result: <input type="checkbox"/> Predesign <input type="checkbox"/> Design <input type="checkbox"/> Bidding <input type="checkbox"/> Construction Administration <input type="checkbox"/> Post Construction <input type="checkbox"/> Warranty <input type="checkbox"/> Testing/Inspection/Study <input type="checkbox"/> Other: | If longer than a 2 year contract, give reason: <input type="checkbox"/> Length of construction project <input type="checkbox"/> Length of time required to complete consultant work <input type="checkbox"/> Design related work <input type="checkbox"/> Post Construction <input type="checkbox"/> Warranty <input type="checkbox"/> Testing/Inspection Other (explain): <input type="checkbox"/> Funding <input type="checkbox"/> Phasing |
|--|--|

Project Description

- 1) The Agency certifies that in accordance with Minn. Stat. §16C.08, subdivisions 2 and 3 it has the authority to enter into the following professional/technical service contract: ***RECS was asked by Error! Reference source not found. to do the following project: "Brief description of project and services, "Project Location" at "Project Facility" "Project Location".***

Describe how the proposed contract is necessary and reasonable to advance the statutory mission of your agency: ***The Commissioner of the Dept of Administration has delegated the Real Estate and Construction Services the authority to provide state agencies with services for design and construction. Minn. Stat. 16B.30.***

Notice & Selection Method:

- 2) a) **Master Roster Program:** The work for this project can be preformed by a pre-qualified firm on the list for the Master Roster Program (MMD Cert #8923). An RFP was sent to the following number of firms based upon the size of the anticipated contract:
- Minimum of 1 firm (contract under \$25,000)
 - Minimum of 2 firms (contract between \$25,000 and \$50,000)
 - Minimum of 3 firms (contract between 50,000 and \$100,000)
 - Minimum of 10 firms (contract between \$100,000 - \$200,000)
- b) **State Register:** The Notice of Request for Proposal will be published in the State Register for ____ weeks. The Request for Proposal will be available on the Real Estate and Construction Services website at: www.admin.state.mn.us/recs.
- c) **State Designer Selection Board:** The Notice of Request for Proposal will be published in the State Register for ____

weeks. The Request for Proposal will be available on the Real Estate and Construction Services website at:
www.admin.state.mn.us/recs.

Proposal Evaluation Process:

3) Selection Basis for Projects:

- Firm was selected based upon a Master Roster Program Contract for less than \$25,000.00 and that firm's pre-qualifications which have indicated it is capable of providing the necessary services.
- See attached RFP

Performance Measures

- 4) Describe the performance measures or other tools that will be used to monitor and evaluate contract performance and how the results of the work will be used: **[Add details of how milestones and progress are monitored.]** *RECS project managers set milestones and monitor the consultant's progress throughout the project for compliance with the articles of the contract and the services and deliverables required in the contract. The contract identifies the major project phases. Upon completion of each phase the RECS project manager will review the consultants work for compliance with the contract articles and the services and deliverables required in the contract. The consultant will not proceed to the next phase until authorized by the project manager. During each phase the RECS project manager will also monitor the work via review documents, periodic design and /or construction progress meetings. During the construction phase the RECS project manager will review/approve all pay requests and supplemental agreements.*

Evaluation of Cost

- 5) Executive Order 05-07 requires that "all vendor selection evaluations conducted under Minnesota's "Best value" statutes must consider price to be of significant importance..." Price information must be electronically reported. The reporting page and instructions are found at: www.mmd.admin.state.mn.us/PriceData/PriceDataSheet.aspx
- N/A Master Roster Program, under \$25,000.00
- Weight of price ____ as a % of the total, and/or
- Weight of price as a point value of ____ out of _____ total points.
- I am requesting an exception to the State's guideline. A memo justifying the request is attached.

Single Source Request

- 6) Sole/Single Source Request: (See: www.mmd.admin.state.mn.us)
- Identity of Consultant and justification memo is attached.
- Not Applicable

Joint Powers Agreements

- 7) Joint Powers Agreement (Minn. Stat. \$471.59, subd 1) An explanation is attached of how and why this governmental unit was selected and whether this work can be performed by any other governmental unit is attached.
- Attached explanation memo
- Not Applicable

Agency Certifications

- 8) Pursuant to Minn. Stat. 16C.08, I certify:
- No state employee is (a) able and (b) available to perform the services called for by the contract
A. How did you reach this conclusion:
To the best of RECS's knowledge, only DNR, MnDOT, MnSCU and RECS have staff with the appropriate licensure. To the best of RECS's knowledge, none of these state agencies have staff available to perform the services.
 - List other methods considered for accomplishing the work. *[Example: In-house, other divisions or offices, other state agencies.]*
Architects, Engineers, Landscape Architects, Land Surveyors, and Geoscientists must be licensed by the State of Minnesota in order to perform services. No other method is available.
 - The normal competitive bidding mechanisms (low bid) will not provide for adequate performance of the service.
 - Reasonable efforts will be made to publicize the availability of the contract to the public.
 - The agency will develop and implement a written plan providing for the assignment of specific agency personnel to manage the contract, including a monitoring and liaison function, the periodic review of interim reports or other indications of past performance, and the ultimate utilization of the final product of the services. The project manager is indicated on page 1 of this form.

5. No one in or on behalf of the agency will authorize the contractor to begin work before the contract is fully executed unless an exception has been granted by the Commissioner of Administration under Minn. Stat. §16C.05, subd. 2a and funds are fully encumbered.
6. The contract will not establish an employer-employee relationship between the state or the agency and any person performing under the contract.
7. In the event the results of the contract work will be carried out or continued by state employees upon completion of the contract, the agency will require the contractor to include state employees in development and training, to the extent necessary to ensure that after completion of the contract, state employees can perform any ongoing work related to the same function.
8. No current state employee will engage in the performance of the contract.
9. Reasonable efforts will be made to avoid conflicts of interest throughout the selection and performance of this contract. All potential or actual conflicts of interest will be reported to MMD.
10. The agency will not contract out its previously eliminated jobs for four years without first considering the same former employees who are on the seniority unit layoff list who meet the minimum qualifications determined by the agency. The seniority unit layoff list was reviewed on (date).

The following three Internal Approval signatures are for agency use; they are not required by MMD.

| | |
|--|--------------|
| Program Manager: | Date: |
| Division Director: | Date: |
| Assistant Commissioner (program): | Date: |

Agency signature (required)

| | |
|---|--------------|
| Authorized Certification/Officer authorized to sign contracts: | Date: |
|---|--------------|

Minnesota Office of Enterprise Technology review signature is required for certifications involving information and communications technology.

| | |
|--|--------------|
| Minnesota Office of Technology Reviewed (when applicable) | Date: |
|--|--------------|

Department of Administration signature (required)

| | |
|---|--------------|
| Materials Management Division/Professional Technical Approval: | Date: |
|---|--------------|