

**STATE OF MINNESOTA** (REV 10/16/2013)

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

<b>RECS Project ID.:</b>	<b>N/A</b>	<b>Project Mgr.:</b>	<b>Gordon Christofferson</b>	<b>Contract Specialist:</b>	<b>Talia Landucci Owen</b>
		<b>Control No.</b>	<b>48067</b>	<b>RFP Event ID (if applicable)</b>	<b>2-1931</b>
<b>Project Name : Construction Audit Master Contract</b>					

<b>Total Amount of Contract:</b>	<b>N/A</b>	<b>Amount of Contract First FY:</b>	<b>Vendor Number:</b>	<b>0000872977</b>
<b>Category Code:</b>		<b>Category Code:</b>	<b>Category Code:</b>	
<b>Account:</b>		<b>Account:</b>	<b>Account:</b>	
<b>Amount:</b>	<b>N/A</b>	<b>Amount:</b>	<b>Amount:</b>	

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

SWIFT Contract No: **T#14ACA/71816**

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

Number/Date/Entry Initials

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

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

**Contractor Name and Address:** **CBIZ Accounting, Tax and Advisory of Minnesota, LLC**  
222 South Ninth Street,  
Suite 1000  
Minneapolis, MN 55402

**Contract Execution Date:** 12/19/2013  
**Contract End Date:** 11/30/2015

(\*Note: According to Minn. Stat. 16C.08 Subd. 3(5), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)

**Contact Person:** **Steven Wright**  
**Contact Person Phone:** **612.376.1256**  
**Contact Person Fax:** **612.677.7049**  
**Contact Person Email:** **swright@cbiz.com**

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

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and CBIZ Accounting, Tax and Advisory of Minnesota, LLC, 222 South Ninth Street, Suite 1000, Minneapolis, MN 55402 ("Consultant").

**Recitals**

1. Under Minnesota Statute § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of construction auditing services.
3. The Consultant represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

**Master Contract**

**1 Term of Master Contract**

- 1.1 **Effective Date:** The date the State obtains all required signatures under Minnesota Statute § 16C.05, subd. 2. **The Consultant must not accept work under this master contract until this master contract is fully executed and the Consultant has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.**
- 1.2 **Work Order Contracts.** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.
- 1.3 **Expiration Date:** November 30, 2015.
- 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

**2 Scope of Work**

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

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

**A. Contract Compliance Audit:**

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

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

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

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

#### C. Project Close-Out Audit:

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

#### D. Special Tasks

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

#### E. Other related services

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

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

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

### 3 Time

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

### 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services satisfactorily performed by the Consultant for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$2,000,000.00. All costs will follow the Consultant's fee schedule attached as Exhibit B and incorporated into this agreement. The Consultant may revise its fee schedule once a year after June 30, 2015. However, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

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

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

#### 4.2. Payment

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

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

### 5 Conditions of Payment

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

### 6 Authorized Representatives and Project Managers

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

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

The Consultant's Authorized Representative is Steven Wright, CPA, 612.376.1256 or Marshall Goldberg, 617.761.0511. If the Consultant's Authorized Representative changes at any time during this master contract, the Consultant must immediately notify the State.

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

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

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

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

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

7.4 **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Consultant. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.

## 8 **Indemnification**

In the performance of this contract by Consultant, or Consultant's agents or employees, the Consultant must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Consultant's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Consultant may have for the State's failure to fulfill its obligation under this contract.

## 9 **State Audits**

Under Minnesota Statute § 16C.05, subdivision 5, the Consultant's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

## 10 **Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Consultant and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, as it applies to all data provided by the State under any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Consultant under the work order contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Consultant or the State.

If the Consultant receives a request to release the data referred to in this Clause, the Consultant must immediately notify the State. The State will give the Consultant instructions concerning the release of the data to the requesting party before the data is released.

## 10.2. **Intellectual Property Rights**

(A) *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under work order contracts*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Consultant, its employees, agents, and subConsultants, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Consultant, its employees, agents, or subConsultants, in the performance of a work order contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Consultant upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Consultant assigns all right, title, and interest it may have in the Works and the Documents to the State. The Consultant must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### (B) *Obligations*

1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Consultant, including its employees and subConsultants, in the performance of the work order contract, the Consultant will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

2. *Representation.* The Consultant must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Consultant nor its employees, agents, or subConsultants retain any interest in and to the Works and Documents. The Consultant represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Consultant will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Consultant's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Consultant will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Consultant's or the State's opinion is likely to arise, the Consultant must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

## 11 **Affirmative Action Requirements for Contracts in Excess of \$100,000 and if the Consultant has More than 40 Full-time Employees in Minnesota or its Principal Place of Business**

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

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

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

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

11.3 **Minnesota Rule Parts 5000.3400-5000.3600.**

(A) **General.** Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Consultant’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

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

(1) The Consultant must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Consultant agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) The Consultant must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

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

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

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

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

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

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

## 13 **Publicity and Endorsement**

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

13.2 *Endorsement.* The Consultant must not claim that the State endorses its products or services.

## 14 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract and/or any work order contracts, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 15 **Payment to Subconsultants**

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

## 16 **Minnesota Statute§ 181.59** The vendor will comply with the provisions of Minnesota Statute§ 181.59 which requires:

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

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

**17 Termination**

17.1 **Termination by the State.** The State or commissioner of Administration may cancel this master contract and any work order contracts at any time, with or without cause, upon 30 days' written notice to the Consultant. Upon termination, the Consultant will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17.2 **Termination for Insufficient Funding.** The State may immediately terminate this master contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Consultant. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Consultant will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Consultant notice of the lack of funding within a reasonable time of the State's receiving that notice.

**18 Data Disclosure**

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Consultant consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Consultant to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

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

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

**20 Schedule of Exhibits**

The following exhibits are attached and incorporated into this Master Contract.

Exhibit A: Sample Work Order

Exhibit B: Fee Schedule

Exhibit C: Consultant's Qualifications

Exhibit D1: State Insurance Requirements

Exhibit E: Affirmative Action Certification

Exhibit F: Certification Regarding Lobbying

Exhibit G: Not Used

Exhibit H: Not Used

Exhibit I: Affidavit of Noncollusion

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

**1. CONSULTANT - CBIZ Accounting, Tax & Advisory of MN, LLC**

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

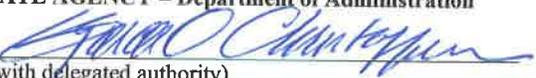
By: 

Printed Name: STEVEN WRIGHT

Title: LEAD MANAGING DIRECTOR

Date: 12/13/13

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

By:   
(with delegated authority)

Printed Name: Gordon Christofferson

Title: Project Operations Manager

Date: 12/17/13

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: 

Date: 12/19/2013

#36656

## Exhibit A

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

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

#### Work Order Contract

#### 1 Term of Contract

1.1 *Effective date:* \_\_\_\_\_, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.

**The Consultant must not begin work under this contract until this contract is fully executed and the Consultant has been notified by the State's Authorized Representative to begin the work.**

1.2 *Expiration date:* \_\_\_\_\_, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Consultant's Duties

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

#### 3 Consideration and Payment

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

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

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

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

3.2. *Invoices.* The State will promptly pay the Consultant after the Consultant presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

#### 4 Project Managers

The State's Project Manager is \_\_\_\_\_. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Consultant's Project Manager is \_\_\_\_\_. If the Consultant's Project Manager changes at any time during this work order contract, the Consultant must immediately notify the State.

**SIGNATURES AS REQUIRED BY THE STATE.**

# Exhibit B

**Minnesota Department of Administration  
Real Estate and Construction Services  
Master Contract Construction Audit Request for Proposal  
CBIZ Hourly Fee Schedule**

<u>Employee</u>	<u>Title</u>	<u>Hourly Rate</u>
<b><u>Project Team Leaders:</u></b>		
Marshall Goldberg	Managing Director	\$ 180.00
Mark McCarthy	Senior Consultant	\$ 150.00
<b><u>Additional Staff as Required:</u></b>		
Steven Wright	Lead Managing Director	\$ 175.00
Brian Barsi	Manager	\$ 140.00

## EXHIBIT C - QUALIFICATIONS PROPOSAL

<p>STATE OF MINNESOTA REAL ESTATE AND CONSTRUCTION SERVICES (State) Qualifications and General Requirements Information</p>	<p>1. PROJECT: Construction Auditing Services</p>
<p>2. RESPONDER'S NAME &amp; ADDRESS (include 9-digit zip code):   <b>CBIZ Accounting, Tax and Advisory of Minnesota, LLC</b>                  222 South Ninth Street, Suite 1000                  Minneapolis, MN 55402</p>	<p>2d. NAME, TITLE &amp; TELEPHONE NUMBER PERSON SIGNING PROPOSAL (see Section 8):   <b>Steven R. Wright, CPA</b>                  Lead Managing Director</p>
<p>2a. COUNTY OF RESPONDER'S LOCATION: <b>Hennepin</b></p>	<p>2e. RESPONDER'S (CONTACT) TELEPHONE NO.: <b>(612)376-1256</b></p>
<p>2b. RESPONDER'S STATE VENDOR NO. : <b>Applied For</b></p>	<p>2f. RESPONDER'S FAX NUMBER: <b>(612) 677-7049</b></p>
<p>2c. DATE FIRM ESTABLISHED: <b>June 15, 1998</b></p>	<p>2g. RESPONDER'S EMAIL ADDRESS: <b>swright@cbiz.com</b></p>
<p>3. RESPONDER'S STATEMENT OF INTEREST TO PERFORM THE SERVICES AS INDICATED IN THE RFP:</p> <p><b>We have reviewed the Goals, Sample Tasks and related requirements that are enumerated in the RFP and we are confident that CBIZ has the requisite skills and experience to meet all of your criteria.</b></p> <p><b>CBIZ's Construction Cost Review Group is recognized as a leader for providing construction audit and consulting services throughout the country. We have performed construction audits for a variety of projects, many involving some of the largest contractors in the nation. Our knowledge and familiarity in working with construction contract agreements, reviewing construction budgets, and identifying costs that are not in compliance with contract agreements will ensure that Minnesota only pays what it intended on its capital construction projects. Our clients rely on our skilled professionals to deliver responsive, expert, and tailored assistance that helps shape a successful future. We are confident that CBIZ has the experience and expertise to provide the construction audit and consulting services that will exceed the Minnesota Department of Administration's expectations and we are extremely interested in performing the requested services for the Minnesota Department of Administration in order to identify areas of potential financial exposure and reduce costs on its capital construction projects.</b></p>	

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

CBIZ is available to start work immediately upon the execution of a contract agreement and to promptly deliver construction audit services thereafter. CBIZ recognizes the Minnesota Department of Administration's desire to complete the construction audit services identified in the RFP in a thorough and efficient manner. CBIZ has developed and utilizes electronic work papers and internal construction cost databases, as well as external construction cost resources, which allows us to effectively audit construction costs in a manner that improves efficiency and reduces the timeline of the construction audit.

CBIZ is not aware of any potential conflicts of interest at this time which would impair CBIZ's ability to perform work for the Minnesota Department of Administration. Should a potential conflict of interest come to our attention, CBIZ will fully disclose any potential conflicts of interest to the Minnesota Department of Administration.

**4. TEAM PROPOSED FOR THIS PROJECT**

NAME	POSITION (Also, identify if working with team as sub consultant or on contract basis)	HAS PERSON WORKED WITH RESPONDER BEFORE?
A. Marshall Goldberg	Managing Director	___ YES ___ NO
B. Mark McCarthy	Senior Consultant	X YES ___ NO
C. Additional Staff May be Assigned as Needed		___ YES ___ NO
D.		___ YES ___ NO

5. RESPONDENT'S TEAM QUALIFICATIONS

Team member "A" from Section 4, above.

Name of Individual Marshall Goldberg

Number of audits for projects with construction cost exceeding \$5 Million dollars 100+

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

1. Project J.T. and Margaret Talkington Hall and United Commons  
Owner Texas Tech University  
Construction Cost \$42 Million  
Duration of Audit 6 Months  
Contracting Model Design/Build with GMP
2. Project Sloan School of Management  
Owner Massachusetts Institute of Technology (MIT)  
Construction Cost \$175 Million  
Duration of Audit 3 Years  
Contracting Model CM at Risk
3. Project School of Dental Medicine  
Owner Tufts University  
Construction Cost \$68 Million  
Duration of Audit 2 Years  
Contracting Model CM at Risk
4. Project Stokes Hall  
Owner Boston College  
Construction Cost \$61 Million  
Duration of Audit 2 Months  
Contracting Model Lump Sum (audit of COs)
5. Project Milstein Hall  
Duration of Audit 2 Years

Owner Cornell University  
Construction Cost \$41 Million

Contracting Model CM at Risk

6. Project Renovation & Expansion  
Owner Isabella Stewart Gardner Museum  
Construction Cost \$78 Million

Duration of Audit 2 Years  
Contracting Model CM at Risk

7. Project Speare Hall  
Owner Northeastern University  
Construction Cost \$12 Million

Duration of Audit 3 Months  
Contracting Model CM at Risk

8. Project Chemistry Building 2  
Owner Massachusetts Institute of Technology (MIT)  
Construction Cost \$25 Million

Duration of Audit 1 Year  
Contracting Model CM at Risk

9. Project New London Hall  
Owner Connecticut College  
Construction Cost \$20 Million

Duration of Audit 1 Year  
Contracting Model CM at Risk

10. Project Energy Conservation Initiative  
Owner Cornell University  
Construction Cost \$40 Million

Duration of Audit 2 Years  
Contracting Model CM at Risk

Team member "B" from Section 4, above.

Name of Individual \_\_\_\_\_ Mark McCarthy \_\_\_\_\_

Number of audits for projects with construction cost exceeding \$5 Million dollars \_\_\_\_\_ 50 \_\_\_\_\_

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

1. Project \_\_\_\_\_ Legacy Project Patient Care Facility \_\_\_\_\_ Duration of Audit \_\_\_\_\_ 3 Years \_\_\_\_\_

Owner \_\_\_\_\_ Lowell General Hospital \_\_\_\_\_ Contracting Model \_\_\_\_\_ CM at Risk \_\_\_\_\_

Construction Cost \_\_\_\_\_ \$74 Million \_\_\_\_\_

2. Project \_\_\_\_\_ Winchester Medical Center \_\_\_\_\_

Owner \_\_\_\_\_ Valley Health \_\_\_\_\_

Construction Cost \_\_\_\_\_ \$101 Million \_\_\_\_\_

Duration of Audit \_\_\_\_\_ 3 Years \_\_\_\_\_

Contracting Model \_\_\_\_\_ CM at Risk \_\_\_\_\_

3. Project \_\_\_\_\_ Animal Health Diagnostic Lab \_\_\_\_\_

Owner \_\_\_\_\_ Cornell University \_\_\_\_\_

Construction Cost \_\_\_\_\_ \$53 Million \_\_\_\_\_

Duration of Audit \_\_\_\_\_ 2 Years \_\_\_\_\_

Contracting Model \_\_\_\_\_ CM at Risk \_\_\_\_\_

4. Project \_\_\_\_\_ James M. Jeffords Hall \_\_\_\_\_

Owner \_\_\_\_\_ University of Vermont \_\_\_\_\_

Construction Cost \_\_\_\_\_ \$48 Million \_\_\_\_\_

Duration of Audit \_\_\_\_\_ 2 Years \_\_\_\_\_

Contracting Model \_\_\_\_\_ CM at Risk \_\_\_\_\_

5. Project St. Mary's Hall  
 Owner Boston College  
 Construction Cost \$60 Million
  
6. Project West Campus Residential Initiative  
 Owner Cornell University  
 Construction Cost \$69 Million
  
7. Project 75 Ames Street  
 Owner The Broad Institute  
 Construction Cost \$175 Million
  
8. Project Building E60 Renovations  
 Owner Massachusetts Institute of Technology (MIT)  
 Construction Cost \$25 Million
  
9. Project Class of 1978 Life Science Center  
 Owner Dartmouth College  
 Construction Cost \$91 Million
  
10. Project William Gates Hall  
 Owner Cornell University  
 Construction Cost \$42 Million

Duration of Audit 1 Year  
 Contracting Model Lump Sum

Duration of Audit 3 Months  
 Contracting Model CM at Risk

Duration of Audit 1.5 Years  
 Contracting Model CM at Risk

Duration of Audit 2 Months  
 Contracting Model CM at Risk

Duration of Audit 3 Months  
 Contracting Model CM at Risk

Duration of Audit 1 Year  
 Contracting Model CM at Risk

Use additional pages if more team members.

## 6. PROJECT ACCOMPLISHMENTS AND EXPERIENCE

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

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

CBIZ performs construction audits for project owners, including the higher education, hospital/healthcare, natural gas pipeline, and private and public sector industries. While Marshall Goldberg has audited projects in excess of \$1.0 Billion, the largest recent project which he has worked on is the Ray and Maria Stata Center for Massachusetts Institute of Technology, with construction costs in excess of \$300 million.

The specific services we provide as part of the construction audit and the findings that we identify from the audit are confidential and cannot be released without the prior consent of our clients; therefore, we cannot provide specific project details, project challenges, our approach to the challenges and outcomes for these construction audits.

However, in response to the question we offer the following. Each construction audit presents its own unique issues and challenges which must be dealt with in an effective manner during the audit process. One of the primary issues that we must often overcome is requesting the appropriate documentation from the contractor/construction manager and obtaining that requisite information in a timely manner. Without having the documentation, the audit process may be delayed and accurate conclusions and findings may not be achieved. Our approach includes making certain that our communications are clear, well documented, and all stakeholders are copied on correspondence so that they are aware of the overall status of the audit. Since the Contract Agreement between the Owner and the Contractor/Construction Manager drives the audit process, we make certain that we have a thorough understanding of the provisions contained in the agreement, particularly with regard to cost, and provide specific reference to the provisions within the agreement that we have relied upon in support of our findings. Further, we provide the contractor/construction manager, as well as the owner, with ample opportunity to provide its input so that our findings are accurate and there is no misrepresentation of the facts.

CBIZ has performed hundreds of construction audits for project owners throughout the United States, involving some of the largest and most sophisticated construction companies in the country. We have identified findings and cost avoidances that have exceeded our fee in excess of 95% of the engagements that we have performed.

Recently upon completion of the construction audit by CBIZ for an Owner the construction manager for the project wrote the following to the Owner: "We commend Marshall Goldberg and Mark McCarthy in the performance of this audit. They pursue their work with dedication and professionalism and represent [the Owner] in a very positive manner. Regardless of differences of opinion, we respect the work they have produced."

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

The specific services we provide as part of the construction audit and the findings that we identify from the audit are confidential and cannot be released without the prior consent of our clients; therefore, we cannot provide specific project details, project challenges, our approach to the challenges and outcomes for these construction audits.

However, in response to the question we offer the following. One of the most challenging construction audits which Marshall Goldberg has worked on involved a project with a CM at Risk delivery method where there was a complete lack of cooperation and timeliness in providing requested information by the Construction Manager. As CBIZ reviewed the project cost, we requested various audit documentation in order to verify certain cost that had been submitted by the Construction Manager on the project. Many times there were extensive delays between when CBIZ requested information and when that information was provided by the Construction Manager. As a result, CBIZ had to review documentation multiple times and review audit documentation which had been requested weeks prior. Unfortunately, this led to inefficiencies and an extension in the audit schedule which was not originally anticipated by CBIZ. This extension of the audit schedule was out of CBIZ's control, since the timeliness of the audit process was dictated by how quickly CBIZ received necessary requested information from the Construction Manager, and the overall audit was delayed. CBIZ kept the Owner informed on a regular basis of the problems and the status of the audit and worked closely with the client to eventually overcome the issues. CBIZ understands the importance of good communication and keeping the client apprised of problems and issues as they arise, so that they can be addressed in a timely manner.

Another challenge on the project and reason for the extended audit schedule was a result of additional Construction Manager personnel being assigned to the project and the related labor rates which had to be reviewed by CBIZ. The Construction Manager represented that all of the labor rates for its personnel were contained in an exhibit to the Agreement. As CBIZ reviewed the project cost, CBIZ identified approximately 40 additional individuals that were billed to the project, but were not identified on the exhibit to the Agreement. CBIZ had to review the additional 40 labor rates, which were a result of the Construction Manager self-performing trade and Project Requirements work on the project. CBIZ had experienced the same issue on other audits which it had performed for other Owners and immediately recognized that these additional personnel represented a potential significant overpayment exposure to the Owner and should be reviewed. CBIZ conferred with the Owner and reviewed the 40 additional labor rates and determined that the labor rates were in fact overstated and that the Owner had been significantly overbilled by the Construction Manager.

Although CBIZ was delayed in receiving the requested audit information from the Construction Manager, once CBIZ received the information and was able to properly analyze the project cost, CBIZ was able to identify overstated and non-reimbursable cost and was able to assist the Owner in negotiating a recovery of the overstated project cost which had been billed by the Construction Manager.

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

Mark McCarthy has audited natural gas pipeline construction projects in excess of \$400 Million and Healthcare construction projects in excess of \$100 Million. The largest recent project which Mark has been involved with is the MIT Sloan School of Management, which was approximately \$175 Million.

The specific services we provide as part of the construction audit and the findings that we identify from the audit are confidential and cannot be released without the prior consent of our clients; therefore, we cannot provide specific project details, project challenges, our approach to the challenges and outcomes for these construction audits.

However, in response to the question we offer the following. Mark recently performed an audit for an Owner which was a closeout audit relating to the construction of multiple dormitories and a recreation center with a CM at Risk delivery method. CBIZ's scope of work included a review of project cost, General Conditions, Change Orders, and shared savings among other tasks. One of the unique aspects of this audit was that CBIZ had not previously audited the Construction Manager involved on the project. As a result, CBIZ met with the Construction Manager in order to review the accounting for its cost on the project and the process by which its project costs were entered into its accounting system and how those costs were flowing into its Applications for Payment submitted to the Owner. Although there are many similarities between how Construction Manager's account for their project cost, each Construction Manager's accounting is unique and different; therefore, it is important for CBIZ to fully understand how the costs are being recorded by the Construction Manager. CBIZ has subsequently performed multiple audits for this Owner involving the same Construction Manager. As a result, since CBIZ took the time to fully understand the Construction Manager's accounting system on the initial construction project audit, it led to increased efficiencies on subsequent audits performed by CBIZ for the Owner, which CBIZ was able to pass on to the client and minimize its fees.

CBIZ thoroughly reviewed the Agreement between the Construction Manager and the Owner in order to fully understand the Construction Manager's requirements as well as the cost to be reimbursed by the Owner per the Agreement. Since the Contract Agreement is the basis for any construction audit, having a comprehensive understanding of the provisions contained within the agreement provides for an efficient and successful audit. Further, CBIZ was able to use its vast experience drafting construction Agreements to provide recommendations to the Owner regarding how to better protect itself from overstated costs and "hidden profit."

Based on CBIZ's understanding of the Contract Agreement and the Construction Manager's accounting of project costs, CBIZ was able to successfully identify overstated project cost and assist the Owner in recovering those costs. Due to CBIZ's success on this project, the Owner has retained CBIZ to perform additional audits and has led to a successful, mutually beneficial relationship.

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

The specific services we provide as part of the construction audit and the findings that we identify from the audit are confidential and cannot be released without the prior consent of our Owners; therefore, we cannot provide specific project details, project challenges, our approach to the challenges and outcomes for these construction audits.

However, in response to the question we offer the following. One of the most challenging audits that Mark McCarthy participated in was a project constructed under a CM at Risk delivery method by a joint venture comprised of 2 regional Construction Managers, which made the audit of the cost on the project difficult. Although the project was being administered by a single entity, the accounting on the project was separated between the 2 joint venture partners. As a result, instead of having one point of contact with the Construction Manager as is typical, CBIZ dealt with representatives from both companies. Based on the joint venture's accounting on the project, it was necessary to review the project cost for each entity separately, which required independent reviews of each company's labor rates, equipment rates, insurance cost, etc. CBIZ approached the problem of inefficiency by scheduling regular meetings and conference calls with both representatives of the joint venture as well as members of the Owner's construction project team. CBIZ also kept the entire project audit team apprised of the status of the audit. By keeping the lines of communication open and making all parties involved with the audit aware of the audit status and open audit documentation requests, CBIZ was able to successfully audit the cost on the project in a manner which reduced inefficiency and kept everyone abreast of the status of the audit.

Another challenge which CBIZ encountered on the project was the quantity of "In-Scope" change orders. "In-Scope" change orders are change orders between only the Construction Manager and its subcontractors which are not included in Owner Change Orders, do not increase the GMP, and the Owner would not typically review the pricing of these change orders to ensure that the pricing is in accordance with the provisions of the Agreement. "In-Scope" change orders represent a significant risk to an Owner as they can contain non-reimbursable or overstated pricing and may not be clearly identified by the Construction Manager. Since CBIZ identified these "In-Scope" change orders as a potential risk, the Owner requested that CBIZ quantify the amount of "In-Scope" change orders and review the pricing for these change orders, which CBIZ did. As a result, CBIZ was able to identify overstated and non-reimbursable cost which had been billed to the Owner and negotiate a reduction in the project cost for these "In-Scope" change orders, and a recovery of costs for the Owner.

Although the construction audit for this project was difficult due to many project intricacies, CBIZ was able to review each of the project cost components billed by the Joint Venture to the Owner and was able to identify cost which had been overbilled and assist the Owner with the recovery of the overbilled cost.

## 7. UNIQUE QUALIFICATIONS

CBIZ has a core group of professionals that are devoted exclusively to providing construction audit and consulting services to clients. We take this practice seriously and our long term investment in the establishment of policies, procedures and training results in Cumulative Intellectual Capital that will benefit the Minnesota Department of Administration. CBIZ will bring added value to the Minnesota Department of Administration by virtue of the significant level of expertise and experience that our professionals have providing construction audit and consulting services throughout the life cycle of construction projects. Not only have we performed hundreds of construction audits for our clients, but we have assisted them with re-writing their construction contracts, reducing exposure to "hidden profits" and avoiding disputes regarding project costs. We have prepared construction policy and procedure manuals to assist with our clients' construction programs. CBIZ has also performed capital construction process reviews for our clients, identifying areas of concern and potential exposure, while also providing recommendations for improvement going forward.

Based on the hundreds of construction audits which CBIZ has performed, CBIZ has developed electronic work papers and internal construction project cost databases containing information including but not limited to: contractor and subcontractor labor rates; construction material pricing; contractor equipment rental rates; CCIP and OCIP rates; Subguard and Subcontractor Default Insurance rates; Worker's Compensation rates by trade classification; General Liability rates; and Federal and State payroll tax limitations. These construction cost databases and audit templates provide CBIZ with the advantage to effectively audit construction costs in a manner that improves efficiency and reduces the timeline of the construction audit that ultimately benefits the client. CBIZ's past experience will greatly benefit the Minnesota Department of Administration in its effort to control and audit construction costs on its capital construction projects.

The unique combination of our forensic and financial accounting skills along with our depth of construction industry knowledge and experience provides our clients with real value for its construction program requirements. Our unique qualifications provide our clients with the information needed so they can make informed business decisions throughout the lifecycle of the construction project.

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

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

Authorized Signature:



(Signature of person identified in Section 2)

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

Firm is registered in Minnesota as a:

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

MN Tax ID No. 3905430 FED Tax ID No. 34-1873282

MN Vendor No. \_\_\_\_\_ Applied For \_\_\_\_\_  
 (required for contract)

Steven R. Wright, CPA  
 (Typed Name)

11/6/13  
 Date:

Lead Managing Director  
 (Typed Title)

I, Steven R. Wright, confirm and acknowledge that I am authorized to enter into and execute contracts on behalf of CBIZ Accounting, Tax and Advisory of Minnesota, LLC, and legally bind the corporation into an Agreement.

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END OF EXHIBIT C

**Exhibit D1**  
**PROFESSIONAL/TECHNICAL CONTRACTS**  
**GENERAL INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Other; if applicable, please list \_\_\_\_\_

State of Minnesota named as an Additional Insured, to the extent permitted by law

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

## Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

#### C. Additional Insurance Conditions:

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

## **Exhibit D1**

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

**ACORD**

**EXHIBIT D1**

**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.

INSUREERS AFFORDING COVERAGE

INSURED

Contractor/Vendor Name & Address

INSURER A: Me Insurance Company

INSURER B: " " " " " "

INSURER C: " " " " " "

INSURER D: " " " " " "

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 IS ISSUED TO OBTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS ARE 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 AGGRRREGATE \$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 \$
C	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"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE-EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
E	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 Number, 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



# State Of Minnesota – Affirmative Action Certification

Exhibit E

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

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

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

We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**

We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time)]. **Proceed to BOX C.**

We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

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

**BOX B – For those companies not described in BOX A**

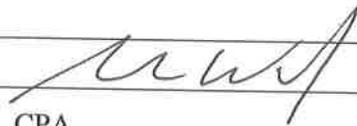
Check below.

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

**BOX C – For all companies**

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

Name of Company: CBIZ \_\_\_\_\_ Date 12/13/13 \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_ Telephone number: (612) 376-1256 \_\_\_\_\_

Printed Name: Steven Wright, CPA \_\_\_\_\_ Title: Lead Managing Director \_\_\_\_\_

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

Minnesota Department of Human Rights, Compliance Services Section

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

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

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

Fax: (651) 296-9042

TTY: (651) 296-1283

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



Minnesota Department of  
**HUMAN RIGHTS**

## **CERTIFICATE OF COMPLIANCE**

**CBIZ ACCOUNTING TAX AND ADVISORY OF MINNESOTA LLC is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 12/10/2013 to 12/10/2017.**

This certification is subject to revocation or suspension prior to its expiration if the department issues a finding of noncompliance or if your organization fails to make a good faith effort to implement its affirmative action plan.

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey".

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, Minnesota 55155  
Tel 651.539.1100 • TTY 651.296.1283 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

**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.

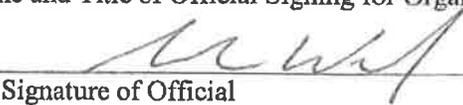
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification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

CBIZ

Organization Name

Steven R. Wright, CPA, Lead Managing Director

Name and Title of Official Signing for Organization

By: 

Signature of Official

11/6/13

Date

# Affidavit of Noncollusion

**State of Minnesota**  
Request for Proposals

Firm Name: CBIZ

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

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

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

## Authorized Signature

Responder's firm name:

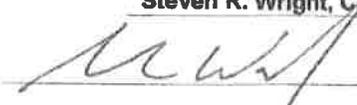
CBIZ

Print authorized representative name:

Steven R. Wright, CPA

Title: Lead Managing Director

Authorized signature:

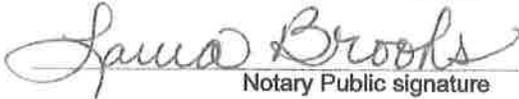


Date (mm/dd/yyyy): 11/6/2013

## Notary Public

Subscribed and sworn to before me this:

6th day of November, 2013

  
Notary Public signature

1/31/15

Commission expires (mm/dd/yyyy)

