

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

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

<b>RECS Project ID.:</b>	N/A	<b>Project Mgr.:</b>	<b>Gordon Christofferson</b>	<b>Contract Specialist:</b>	<b>Talia Landucci Owen</b>
		<b>Control No.</b>	<b>48073</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>	N/A	<b>Amount of Contract First FY:</b>		<b>Vendor Number:</b>	<b>0000859362</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>	N/A	<b>Amount:</b>		<b>Amount:</b>	

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
<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> N/A	<b>Project ID:</b>	<b>Project ID:</b>
<b>Activity:</b>	<b>Activity:</b>	<b>Activity:</b>
<b>Amount:</b> N/A	<b>Amount:</b>	<b>Amount:</b>

SWIFT Contract No: <sup>14ACA</sup> ~~T#1402A~~/71817

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:** **Resolution Management Consultants, Inc.**  
**100 South Fifth Street,**  
**Suite 1900**  
**Minneapolis, MN 55402-1267**

**Contract Execution Date:** 12/12/2013  
**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:** **James F. Gallagher**  
**Contact Person Phone:** **612.339.5194**  
**Contact Person Fax:** **612.605.6001**  
**Contact Person Email:** **j.gallagher@resmgt.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 Resolution Management Consultants, Inc., 100 South Fifth Street, Suite 1900, Minneapolis, MN 55402-1267 ("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 James F. Gallagher, P.E., Principal, 612.339.5194. 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.

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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

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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

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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

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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 - Resolution Management Consultants, Inc.**

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

By: James F. Coakley  
Printed Name: James F. Coakley  
Title: Principal  
Date: 12/5/13

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

By: Gordon Christofferson  
(with delegated authority)

Printed Name: Gordon Christofferson  
Title: Project Operations Manager  
Date: 12/12/13

**3. COMMISSIONER OF ADMINISTRATION**  
As delegated to Materials Management Division

By: Christy  
Date: 12/12/2013  
#36621

## 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



**RESOLUTION MANAGEMENT CONSULTANTS, INC.**  
**STANDARD RATE SCHEDULE**  
for  
Contract Compliance Audit Services  
(Effective through June 30, 2015)

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Principal .....	\$250
Managing Consultant .....	\$215
Senior Consultant .....	\$190
Consultant .....	\$160
Staff Consultant .....	\$125
Technician/Analyst .....	\$100
Project Assistant .....	\$ 60

\* Hourly rate includes reimbursable expenses.

## 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 Event ID: 2000001931</p>
<p>2. RESPONDER'S NAME &amp; ADDRESS (include 9-digit zip code): Resolution Management Consultants, Inc. 100 South Fifth Street, Suite 1900 Minneapolis, MN 55402-1267</p> <p>2a. COUNTY OF RESPONDER'S LOCATION: Hennepin County</p> <p>2b. RESPONDER'S STATE VENDOR NO.: 0000859362</p> <p>2c. DATE FIRM ESTABLISHED: 1993</p>	<p>2d. NAME, TITLE &amp; TELEPHONE NUMBER PERSON SIGNING PROPOSAL (see Section 8): James F. Gallagher, P.E. Principal 612-339-5194</p> <p>2e. RESPONDER'S (CONTACT) TELEPHONE NO.: 612-339-5194</p> <p>2f. RESPONDER'S FAX NUMBER: 612-605-6001</p> <p>2g. RESPONDER'S EMAIL ADDRESS: j.gallagher@resmgmt.com</p>
<p>2. RESPONDER'S STATEMENT OF INTEREST TO PERFORM THE SERVICES AS INDICATED IN THE RFP:</p> <p><b>RESOLUTION MANAGEMENT CONSULTANTS, INC. (RMC)</b> welcomes the opportunity to provide Construction Audit services for the Minnesota Department of Administration Real Estate and Construction Services. RMC is a nationally recognized consulting firm, headquartered in Marlton, NJ, with regional office in Minneapolis, MN, specializing in avoiding, minimizing or resolving problems (i.e., claims) that may evolve during the construction process. Founded in 1993 by veterans in the construction contracting and engineering professions, we have assisted numerous private owners and public (city, state and federal) agencies in either achieving their project goals or resolving outstanding disputes with their contractors. The collective experience of our professional staff includes all phases of the construction process. We understand and can relate to what is required from the contract documents and project documentation in order to provide the information and data necessary to protect the clients' interests and guide a project to its successful completion.</p>	
<p>3a. RESPONDER'S STATEMENT ON AVAILABILITY TO START WORK PROMPTLY UPON EXECUTION OF CONTRACT AND TO PROMPTLY DELIVER SERVICES:</p> <p>RMC prides itself on meeting schedule commitments. The nature of our work is such that meeting deadlines within constricted time frames is the rule rather than the exception. Our work environment is one in which client needs dictate the timing of our efforts. RMC possesses the flexibility to handle changing deadlines and increased staffing needs. We stand ready to accelerate our efforts to meet client-imposed deadlines. RMC is able to start work immediately upon execution of a contract, and will provide the staffing necessary to meet agreed deadlines and performance dates.</p>	

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. James F. Gallagher, P.E. Resolution Management Consultants, Inc.	Principal	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
B. Mark D. Steele, P.E., CCE Resolution Management Consultant, Inc.	Senior Managing Consultant	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
C. Jerry L. Thibodeau, PSP	Resolution Management Consultants Additional Personnel	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
D. Brian C. Voorhis	Resolution Management Consultants Additional Personnel	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

5. RESPONDENT'S TEAM QUALIFICATIONS

Team member "A" from Section 4, above.

Name of Individual James F. Gallagher, P.E.

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

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 Motor City Casino \_\_\_\_\_ Duration of Audit May'08 – Mar'12  
Owner Detroit Entertainment, LLC \_\_\_\_\_ Contracting Model Design/Bid/Build & CM at Risk  
Construction Cost \$310+ million \_\_\_\_\_
2. Project I-5 Willamette River Bridge Widening/Reconstruction \_\_\_\_\_ Duration of Audit Jan'10 - Present  
Owner Oregon Department of Transportation \_\_\_\_\_ Contracting Model CM/GC at Risk to GMP  
Construction Cost \$130+ million \_\_\_\_\_
3. Project MLK Viaduct Replacement \_\_\_\_\_ Duration of Audit Apr'10 – Jun'13  
Owner Oregon Department of Transportation \_\_\_\_\_ Contracting Model Design/Bid/Build  
Construction Cost \$70.4 million \_\_\_\_\_
4. Project Urban Outfitters Naval Yard Complex \_\_\_\_\_ Duration of Audit Aug'08 – Jun'09  
Owner Urban Outfitters \_\_\_\_\_ Contracting Model CM at Risk  
Construction Cost \$94 million \_\_\_\_\_

**Team member "B" from Section 4, above.**

Name of Individual Mark D. Steele, P.E., CCE

Number of audits for projects with construction cost exceeding \$5 Million dollars 16

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 <u>Cliffside Power Plant</u>  | Duration of Audit <u>2008 – 2010</u>                      |
| Owner <u>Duke Energy</u>   | Contracting Model <u>Engineer/Procure/Construct (EPC)</u> |
| Construction Cost <u>\$1.8 billion</u>   |   |
| 2. Project <u>Data Centers (2)</u>   | Duration of Audit <u>2010 – 2011</u>                      |
| Owner <u>DuPont Fabros</u>   | Contracting Model <u>Guaranteed Maximum Price (GPM)</u>   |
| Construction Cost <u>\$200 million</u>   |   |
| 3. Project <u>Edwardsport IGCC Plant</u>                                       | Duration of Audit <u>2013</u>                             |
| Owner <u>Duke Energy</u>   | Contracting Model <u>Multiple Prime</u>                   |
| Construction Cost <u>\$3 billion (audited contract value of \$500 million)</u> |   |
| 4. Project <u>MLK Viaduct Replacement</u>                                      | Duration of Audit <u>Mar'13 – May'13</u>                  |
| Owner <u>Oregon Department of Transportation</u>                               | Contracting Model <u>Design/Bid/Build</u>                 |
| Construction Cost <u>\$70.4 million</u>  |   |

**Use additional pages if more team members.**

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## 6. PROJECT ACCOMPLISHMENTS AND EXPERIENCE

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**\*\* 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.)*

Since the 1990s, RMC's staff has provided contract compliance audit services, both during the performance of work and at project completion as part of the project closeout process. Our contract compliance work first started on the Excalibur Hotel & Casino project under construction in Las Vegas, NV. At approximately the mid-point of construction, the general contractor had submitted a request for a change order in the amount of \$75 Million, on a project with a base contract value of \$125 Million. Through negotiations with the contractor, a change order was issued increasing the contract by \$50 Million, to \$175 Million – based on the casino developer's belief that the \$175 Million represented the maximum amount that it would have to pay for the work. However, as the project approached completion, the general contractor continued to submit requests for consideration of additional change orders.

The casino developer engaged members of RMC's staff to review the contract, current applications for payment, progress schedule, and the executed and outstanding change orders to devise a plan for resolving these outstanding issues. Upon review of the monthly applications for payment, we identified that the contractor had erroneously reversed credits from prior pay requisitions, resulting in an overbilling of \$15 Million. The reversal occurred because the contractor was being permitted to invoice the project its estimated costs for the 2<sup>nd</sup> half of each month, with the requirement to reconcile these estimates each month. We successfully audited the past and then-current pay requisitions to remedy the overbilling, and continued auditing the remaining portions of the work. Through the checks and balances implemented on the remaining pay requisitions and change order requests, we also identified an omission by the contractor that charged the project for revising a concrete block wall to drywall, without a corresponding credit which resulted in a \$500,000 overbilling.

Since this first contract compliance audit in the 1990s, RMC has audited Billions in project costs for various public and private clients, including ongoing audit work for the State of Oregon, and State of New Jersey Division of Law and Department of Transportation. Over these years, RMC's audit work has identified and assisted owners in addressing cost control issues that arise during the construction process. As illustrated below, these issues cover a wide range of cost elements:

- ◆ **Owner Controlled Insurance Program (OCIP)** – During a contract compliance audit on of a \$310 Million entertainment complex, RMC identified that the outside plan administrator retained was not properly accounting for workers compensation and general liability premiums included in change order work. This resulted in the owner paying increased premiums for this added work under the OCIP, why also reimbursing the contractor through change order pricing for insurance that they were not providing.
- ◆ **Owner Material Purchase Program** – As part of contract compliance audit services, RMC audited the cost benefit realized on the implementation of an owner material purchase program. RMC identified that the owner material purchase program did not have a specified floor to limit the material purchases that would be subject to the purchase program. This resulted in administrative costs exceeding the actual savings realized through the audit purchase program. RMC assisted the owner in establishing a minimum threshold that had to be reached, before purchases could be subject to the material purchase program.

◆ **Equipment Rental Program** – RMC identified during a contract compliance audit of a \$750 Million entertainment complex, that an equipment rental program was not capturing the savings intended at its inception. The equipment rental program had evolved based on earlier contract compliance audit findings that RMC had prepared, showing that equipment costs could be reduced significantly through a reduction in similar equipment rentals by various trades. To implement this cost reduction program, the owner contracted with a national equipment rental agency to staff the project to lease equipment in a more efficient and cost effective manner. However, the most significant savings were not being realized due to the equipment rental firm's failure to reconcile daily and weekly rentals into a monthly rental basis. Simply stated, the intention of the equipment rental program was to minimize the need for trades to retain equipment on-site for extended periods of time, despite an only part time need. Additional savings were to be realized by reconciling multiple rentals for a period, for all trades, at the applicable monthly, weekly or rental rate. Therefore, if one trade rented a scissor lift for the first two weeks of the month, and another trade rented a scissor lift for the second part of the month, the rates that were ultimately past onto the owner under the cost reimbursement contract, was to be reconciled to the less costly monthly rental rate – as compared to separate rentals of two weeks each.

As part of the contract compliance audits performed for the casino industry, RMC was retained by MotorCity Casino to audit the contracts issued to construct the permanent casino – which included the addition of 45,000 square feet to the existing temporary casino, a new 204,200 sq. ft. convention center with a 1,200 seat theater, a new 400-room hotel and a 933-space parking deck. The project was initially budgeted at \$275M and scheduled to be completed in two (2) years. Toward the latter part of the project, which extended to 3+ years, RMC was retained to perform a Contract Compliance Audit of the \$310+/-M projected cost of the work. The initial focus of the audit was to verify the accuracy and reasonableness of the \$285+M in trade/supplier costs; evaluate the monitoring/recovery of clean-up fees assessed to the trades; and the final reconciliation of costs due the Construction Manager for fees and general conditions. Trades audited to verify compliance with contract included electrical, mechanical and plumbing contractors, structural and miscellaneous steel, concrete foundations and flatwork, drywall, curtainwall and storefront systems, flooring and the security system contractor. Additional services were provided to evaluate the effectiveness of an owner-controlled-insurance-program (discussed above) and assist in the quantification and recovery of additional premiums due from trades on changed work.

While the specific results of the audit are confidential, settlements were reached with all trades audited based on the findings prepared by RMC, with the exception of the electrical trade that sought additional general conditions costs that it claimed to have incurred during the extended performance period of the contract. The casino developer did not dispute the electrical trades entitlement to the extended general conditions costs, but that the audit findings showed that these costs were reimbursed through change orders issued on the project. In mediation, the electrical trade contested the audit findings and provided additional cost records that purported to support its position. RMC testified at the mediation as to the findings of the audit, the content of the cost records introduced by the electrical trade during the mediation and that these costs were actually reimbursed through change order work. The issue during mediation focused on the manner in which the electrical trade posted its costs, and changes that were made to its reporting system after the project was complete. The mediator ruled in favor of the casino developer and RMC's initial audit findings.

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)*

A national retailer consolidated its corporate headquarters at the former Philadelphia Naval Yard Complex. The project consisted of 22 contracts/bid packages for renovation work on six (6) historic buildings. RMC was retained by the CM/GC to review the proposed cost-reimbursement (GMP) agreement and provide comments for incorporation into the final agreement. RMC also provided on-site support services concerning the development/updating of the contract schedule and development/processing of trade bid packages for the award and completion of the work. Due, in part, to the staggered release of work on each of building, trade packages often required separation after contract award to facilitate tracking/monitoring of construction costs specific to each building. Months after completing the office complex, questions were raised concerning verification of the \$94M in

costs invoiced under the GMP contract.

In an effort to resolve the invoice concerns that had been raised by the internal audit department of the national retailer, the CM/GC requested that RMC perform an audit of the costs incurred, including a final reconciliation of trade/vendor billings on the project. Issues that required independent evaluation and discussion concerned the application of Philadelphia wage and business tax, recovery of extended general conditions, calculation of general liability premiums, shipping costs (in proportion to materials purchased), schedule acceleration incentives and the reconciliation of contract allowances. A report summarizing trade/vendor payments, general condition expenses and credits obtained through close-out negotiations with the trades, and a reconciliation of owner-supplied-material purchases was prepared and presented to the Owner.

While the findings of the audit resulted in a resolution of the issues and final closeout of the project, this did not occur without two issues first having to be addressed with the CM/GC – our client. The first concerned our finding that the owner was entitled to the return of \$1.2M in costs that had been invoiced, but were not actually incurred by the CM/GC. The CM/GC had been recorded certain subcontracts as a lump sum, and invoicing the owner on a percent completion basis, but was actually reimbursing the subcontractors on time and material or unit price basis – which resulted in overbillings of approximately \$500k. The remainder of the overbilling primarily concerned insurance premiums invoiced by the CM/GC based on a premium rate schedule that it received from its broker. However, the audit identified that an error, a rather significant one, was made by the insurer during the annual audit of the CM/GC's annual billings that resulted in premiums being charged on a small fraction of the actual revenues that the firm earned over a three-year period. The identification of this issue raised concern that coverage gaps could exist in this and other projects constructed by the CM/GC, and the owner seeking recovery of the unpaid insurance premiums.

In contrast to other audits where our client is clearly defined and accepting of our findings, this project presented an obstacle of having to explain to our client that a rather significant overbilling did occur – although NOT the \$10M alleged by the owner's internal audit team. While difficult to accept that it paid for an audit that resulted in it returning over \$1M to the owner, the CM/GC did confirm that the lessons learned from the audit about its job cost system and cost report practices would prove beneficial in the future. Through additional investigation, the CM/GC also confirmed that the errors in the insurance year-end audits may have resulted from the use of incomplete and draft cost reports; and their confirmation that the coverage gap was a risk that it could not accept on future projects.

Specific to the \$10M audit value arrived at by the owner's internal audit team this presented its separate issues. First the internal audit was bolstered by a misunderstanding of the construction process, and in this instance, the tax credits that were available to the owner for materials incorporated permanently into the project. The owner spared no expense for unique and special features, including conference room tables crafted from reclaimed lumber from dismantled barns in the mid-west, a Koi Pond, art, etc. – adding millions onto the project cost. As the purchases were coordinated by the owner, the CM/GC would issue a purchase order for only the value to purchase the item, and arrange for shipping under a separate purchase order – often with an outside shipping firm. The owner's internal audit team viewed many of these material purchases as NOT having been delivered to the project, and viewed the payments to the shipping firm as unsupported. The owner's internal audit team extrapolated the results of its audit to arrive at the \$10M finding.

While it was relatively easy for RMC to demonstrate the error in the owner's internal audit team findings, the issue was complicated by the relationships of the parties involved. The owner's founder had retained the CM/GC to construct a multi-million dollar residence, which the internal audit team raised as a possible destination for certain purchases; and the shipping firm was owned by the best friend of the person placed in charge by the owner to manage the corporate office construction (and best man at his wedding). To avoid the perception of impropriety, the owner wanted to allow the audit process take its course. This ultimately resulted in the owner retaining an outside forensic accounting firm to verify the accuracy of RMC's audit findings and confirm whether the findings of the initial internal audit team had any basis of fact. The forensic accounting firm confirmed our findings and the flaws that we identified with the internal audit team's approach and *extrapolated* findings.

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

The Cliffside Power Plant project was a modernization project undertaken by Duke Energy that involved the construction of a new coal-fired power plant under an EPC contract with the Shaw Group. Mr. Steele led the construction cost audit of the Cliffside Power Plant project being built by Duke Energy in North Carolina. The project size was approximately \$1.8 billion and the prime contract was an EPC (engineer/procure/construct) contract.

The audit team performed semi-annual audits including detailed evaluations of trade labor costs for all major trades (ironworkers, boilermakers, electricians, pipefitters, etc.). The team reconciled billings and cash flow issues related to the pre-payment terms of the contract. This was extremely important to ensure that the payments to the contractor at any point did not significantly exceed the value of the work performed to date. The audit also evaluated aspects of the fixed price portions of the contract (e.g. relevant field office expenses) to ensure that they were not being billed under other cost categories. This was an essential aspect given such a complex contract as a contractor could increase its profit at the expense of the owner if costs that should be covered under fixed price or fixed percentage portions of the contract were billed instead under the cost plus provisions of the contract.

Challenges included the complexity of the contract and the quantity of supporting cost data. The contract itself was complex with various elements of the work priced in different ways including fixed price, fixed percent, and cost plus with an overall target price. Through the prompting of the ongoing audits, the project team began to receive a significant amount of data in electronic form including project labor cost data. The audit team carefully defined the different elements of the work that were being priced differently and designed an appropriate audit approach for each while also evaluating the possibility that costs might be placed in the wrong category. The audit team also worked with the project team to develop a cost evaluation database tool to incorporate all of the monthly cost information and run basic checks and analyses against the data. This enabled the project team to evaluate invoices more effectively prior to payment and also allowed the audit team to perform its bi-annual audits in a more efficient manner. The overall audit outcome included increased effectiveness of the invoice review process as well as the discovery of over \$10 million in questionable and/or recoverable costs.

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 Edwardsport IGCC project was a first-of-its-kind coal gasification power plant with a total value of over \$3 billion when completed. The audit team performed contract compliance cost audits on 8 individual contracts including steel fabrication, electrical, mechanical, and steel erection contractors on what was essentially a multiple prime project. Mr. Steele developed and led the audit of over \$500 million in construction costs related to 8 different contracts associated with the Edwardsport IGCC plant in Indiana (a \$3 billion project overall).

Within the framework of a multiple prime approach, each of the contracts had differing terms and conditions especially concerning provision of supporting documentation for costs and owner's audit rights. The biggest challenge was getting the cooperation of the contractors to provide the requested information. The audit team worked closely with the project team to educate the project team as to the needs for each request and to identify either contract language or other leverage available to the project team to compel the contractors to comply with the needs of the audit. The audit resulted in the identification of several million in questionable or recoverable costs as well as recommendations regarding the standardization of audit language and the streamlining of project accounting processes. The team worked with the project team to identify more effective ways to perform the invoice review process and identified additional contract requirements concerning electronic submission of supporting documentation to be implemented on future projects.

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## 7. UNIQUE QUALIFICATIONS

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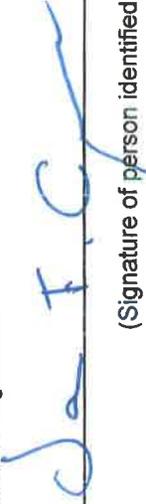
Through its dispute resolution services RMC has been involved in claims that provide us the unique experience of seeing both the benefits of proper project management and controls, and the problems that can occur through poor documentation, mismanagement, excessive or late issuance of change orders, etc. RMC utilizes these experiences to proactively identify for our clients areas that require immediate attention or monitoring; and the knowledge of the project controls and documentation that is necessary to provide this oversight. Further, having worked for owners, contractors and subcontractors, RMC is uniquely qualified to understand the strengths and weaknesses of all parties positions – knowledge that is beneficial in timely resolution of issues that arise.

Throughout the 1990s and into mid-2000s, RMC was the firm tasked with assisting the casino during its construction boom. Many of these projects were priced on conceptual drawings and constructed by local contractors that were ill equipped to properly record and monitor the millions in construction costs that it was expending. It was not uncommon for RMC to encounter a contractor or specialized trade that had double or tripled its volume of work due to the casino construction – while maintaining a minimum, if not skeletal, home office staff. RMC worked with the casino developers to establish project cost controls to monitor these cost reimbursement and CM/GC contracts, and to address the ever-changing construction industry and landscape. RMC also worked with the contractors and specialty trades to understand its cost of construction, the different responsibilities associated with the various contracting methods, and what documentation is expected of them.

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

Firm is registered in Minnesota as a:

( ) Corporation ( ) LLP ( ) Other

MN Tax ID No. \_\_\_\_\_ FED Tax ID No. 86-1051113

MN Vendor No. 0000859362  
(required for contract)

James F. Gallagher

(Typed Name)

Principal

(Typed Title)

November 5, 2013

Date:

END OF EXHIBIT C

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

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

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

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

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

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

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

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

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

The following coverages shall be included:

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

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

## Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

#### C. Additional Insurance Conditions:

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

## **Exhibit D1**

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

**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: ABC Insurance Company

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 DETERMINE THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS AND COVERAGE MAY BE 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
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: \_\_\_\_\_

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

**CANCELLATION**

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





# CERTIFICATE OF LIABILITY INSURANCE

RESOL-3 OP ID: J4

DATE (MM/DD/YYYY)

12/06/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER <b>Brown &amp; Brown Insurance</b> 1000 Bishops Gate Blvd #100 Mount Laurel, NJ 08054 Brian DiLuigi	856-552-6330	CONTACT NAME: <b>Jeanne Morris</b>
	856-840-8484	PHONE (A/C, No, Ext): <b>732-504-2002</b>
		FAX (A/C, No): <b>732-504-2012</b>
		E-MAIL ADDRESS: <b>jmorris@bbevins.com</b>
INSURED <b>Resolution Management Consultants, Inc.</b> Sheri Hopkins 525 Rt. 73 North, Ste 311 Marlton, NJ 08053		INSURER(S) AFFORDING COVERAGE
		INSURER A : <b>American Casualty Co Reading</b>
		INSURER B : <b>*HARTFORD INSURANCE GROUP</b>
		INSURER C : <b>Continental Casualty Company</b>
		INSURER D : <b>Ironshore Indemnity</b>
		INSURER E :
		INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		5088120774	12/23/13	12/23/14	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						Empl Bene \$ 1,000,000
A	AUTOMOBILE LIABILITY			5088120774	12/23/13	12/23/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			B5088120788	12/23/13	12/23/14	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	13WECIR0336	12/23/13	12/23/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			001470601	12/23/13	12/23/14	10000 Ret 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
 The State of Minnesota, Department of Administration-Real Estate & Construction Services, 309 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155 The State of Minnesota, is listed as additional insured per written contract per form #SB-146932-E 06/11 attached. 30 day notice of cancellation applies.

<b>CERTIFICATE HOLDER</b>  <b>THESTAT</b>  The State of Minnesota, Dept of Admin-Real Est & Const Serv 309 Administration Building 50 Sherburne Ave. St. Paul, MN 55155	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Mathew Bued</i>

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## 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: Resolution Management Consultants, Inc. Date November 4, 2013  
Authorized Signature:  Telephone number: 612-339-5194  
Printed Name: James F. Gallagher Title: Principal

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

Minnesota Department of Human Rights, Compliance Services Section

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

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

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

Fax: (651) 296-9042

TTY: (651) 296-1283

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

## Exhibit F

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

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

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

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

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

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

Resolution Management Consultants, Inc.

Organization Name

James F. Gallagher, Principal

Name and Title of Official Signing for Organization

By:   
Signature of Official

November 4, 2013

Date

# Affidavit of Noncollusion

**State of Minnesota**  
Request for Proposals

**Firm Name:**

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

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

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

**Authorized Signature**

\_\_\_\_\_  
Responder's firm name: Resolution Management Consultants, Inc.  
Print authorized representative name: James F. Gallagher, P.E. Title: Principal  
Authorized signature: James F. Gallagher Date (mm/dd/yyyy): October 28, 2013

**Notary Public**

Subscribed and sworn to before me this:  
28<sup>th</sup> day of October, 2013  
Cherrie L. Hopkins  
Notary Public signature

\_\_\_\_\_  
Commission Expires (mm/dd/yyyy)  
**CHERRIE L. HOPKINS**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES APRIL 29, 2018**