

STATE OF MINNESOTA (REV 10/20/2014)

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

RECS Project ID.:	N/A	Project Mgr.:	Gordon Christofferson	Contract Specialist:	Sherry Van Horn
		Control No.	48102	RFP Event ID (if applicable)	2-3225
Project Name : Testing and Inspection Services Master Contract					

Total Amount of Contract:	N/A	Amount of Contract First FY:		Vendor Number:	
Category Code:		Category Code:		Category Code:	
Account:		Account:		Account:	
Amount:	N/A	Amount:		Amount:	

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Business Unit:	Business Unit:	Business Unit:
Accounting Date:	Accounting Date:	Accounting Date:
Fund:	Fund:	Fund:
DeptID:	DeptID:	DeptID:
AppropID:	AppropID:	AppropID:
Project ID: N/A	Project ID:	Project ID:
Activity:	Activity:	Activity:
Amount: N/A	Amount:	Amount:

SWIFT Contract No: T#15ATI/85260

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: **Independent Testing Technologies, Inc.**
337 31st Ave. S.
Waite Park, MN 56387

Contract Execution Date: 11/20/2014
Contract End Date: 10/31/2016

(*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: **Daryl J. Dhein**
Contact Person Phone: **320.253.4338**
Contact Person Fax:
Contact Person Email: daryl@independenttestingtech.com

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

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Independent Testing Technologies, Inc., 337 31st. Ave. S., Waite Park, MN 56387("Contractor").

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 testing and inspection services.
3. The Consultant represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

Master Contract

1 Term of Master Contract

- 1.1 **Effective Date:** The date the State obtains all required signatures under Minnesota Statute§ 16C.05, subdivision 2, whichever is later.
The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor 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:** October 31, 2016
- 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.
- 1.5 **Authorization of Use:** The Master Contract is available for use by all state agencies and Minnesota State Colleges and Universities.

2 Scope of Work

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

Geotechnical, Concrete Testing and Inspection, Masonry Testing and Inspection, Structural Steel Testing and Inspection, and Pavement Testing and Inspection.

The Contractor understands that only the receipt of a fully executed work order contract authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Contractor. A sample work order contract is attached and incorporated into this master contract as Exhibit A.

The Contractor 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 Contractor.

3 Time

The Contractor 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 Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$1,000,000.00. All costs will follow the Contractor's fee schedule attached as Exhibit B and incorporated into this agreement. The Contractor may revise its fee schedule once a year after November 1, 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.

For projects located within a 50 mile radius of Contractor's Office Location— Hourly rate includes all travel time, travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. State will not pay for travel time.

For projects located more than a 50 mile radius of Responder's Office Location—Hourly rate includes travel expenses, and other project-related expenses, which include but are not limited to mileage, meals, lodging, telephone/fax, printing of drawings, specifications, and reports, computer discs, and photographs. Responder may invoice travel time at this rate.

Travel & Reimbursable Expenses. Except as described in this Section 4.1, there are no allowable travel or other reimbursable expenses. All such expenses are included in the Contractor's fee schedule of hourly rates, attached as Exhibit B. The State reserves the right to modify the allowable reimbursable expenses prior to execution of a Work Order from the Master Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: at <http://www.mmb.state.mn.us/comp-commissioner> (click on "Commissioner's Plan" in the right side column). The Contractor 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.

4.2. Payment

- (A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.
- (B) **Retainage.** Under Minnesota Statute § 16C.08, subdivision 2 (10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of the work order contract.

5 Conditions of Payment

All services provided by the Contractor 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 Contractor 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 Representatives for this master contract are Sherry Van Horn, Business Operations Manager, 651.201.2376 or Gordon Christofferson, Project Operations Manager, 651.201.2380 or his/her successor, and have the responsibility to monitor the Contractor's performance.

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

The Contractor's Authorized Representative is Daryl J. Dhein, President, daryl@independenttestingtech.com, 320.253.4338. If the Contractor's Authorized Representative changes at any time during this master contract, the Contractor must immediately notify the State.

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

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

7.1 **Assignment.** The Contractor 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 Contractor. 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 Contractor, or Contractor's agents or employees, the contractor 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 Contractor'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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State. The State will give the Contractor 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 Contractor, its employees, agents, and subcontractors, 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 Contractor, its employees, agents, or subcontractors, 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 Contractor 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 Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor 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 Contractor, including its employees and subcontractors, in the performance of the work order contract, the Contractor 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 Contractor 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 Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor 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 Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor'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 Contractor 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 Contractor's or the State's opinion is likely to arise, the Contractor 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 Contractor 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 Contractors.

11.1 *Covered Contracts and Contractors.* If the Contract exceeds \$100,000 and the contractor 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 Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor 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 Contractor 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 contractor'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 Contractor must comply with the following affirmative action requirements for disabled workers.

- (1) The Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor'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 Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor 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 Contractor'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 Contractor 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

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor'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 Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

13.2 *Endorsement.* The Contractor 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 Subcontractors

(If applicable) As required by Minnesota Statute§ 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(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 contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

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 Contractor. Upon termination, the Contractor 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 Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor 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 Categories of Service and Experience

Exhibit D: 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

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 _____ ("Contractor"). This work order contract is issued under the authority of Master Contract T-Number 15ATI, 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 Contractor must not begin work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

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

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____.

3 Consideration and Payment

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

(A) **Compensation.** The Contractor will be paid _____.

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

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

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

4 Project Managers

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

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

SIGNATURES AS REQUIRED BY THE STATE.



Exhibit B

Independent Testing Technologies, Inc.

2014 FEE SCHEDULE

Revised 01/01/14

FEE SCHEDULE

Revised 1/14 - Page 1

❖ LABORATORY TESTS OF SOILS

• Atterberg Limit - LL & PL (ASTM D4318), per test.....	150.00
• Grain Size Analysis:	
• Through No. 200 Sieve with Gravel (ASTM C136, D1140), per test.....	85.00
• No. 200 Sieve Only, per test.....	40.00
• Sand Equivalency, each.....	65.00
• Hydrometer Complete Analysis (ASTM D422), per test.....	200.00
• Moisture Content (ASTM D2216), per test.....	25.00
• Organic Content (ASTM D2974), per test.....	40.00
• Permeability Tests:	
• Granular Soils - Constant Head (ASTM D2434), per test.....	350.00
• Cohesive Soils - Falling Head with Proctor, per test.....	500.00
• Cohesive Soils - Thin Wall, per test.....	450.00
• Specific Gravity:	
• Cohesive Soil (ASTM D854), per test.....	80.00
• Coarse Grained Aggregate (ASTM C127), per test.....	80.00
• Fine Grained Aggregate (ASTM C128), per test.....	80.00
• Soil pH, per test.....	40.00
• Thin Walled Tube, each.....	30.00
• Topsoil Analysis (Hydrometer, Soil pH, Organic Content) each.....	275.00

❖ CONSTRUCTION TESTING

• Compaction Test:	
• Sand Cone Method (ASTM D1556), per test.....	52.00
• Nuclear Method (ASTM D2922), per test.....	28.00
• Laboratory Proctor Test:	
• Standard (ASTM D698), per test.....	145.00
• Modified (ASTM D1551), per test.....	160.00
• Clay Sample Preparation, per sample.....	20.00
• Engineering Technician - Excavation Observations, per hour.....	80.00
• Excavation Observation Report by P.E., lump sum.....	350.00
• Lot-By-Lot Observation Report by P.E., lump sum.....	350.00
• Topsoil Stripping Report by P.E., lump sum.....	200.00

❖ AGGREGATE TESTING

• Abrasion (ASTM C131), per test.....	220.00
• Absorption & Specific Gravity of Stone (ASTM C97), per test.....	100.00
• Clay Lumps & Friable Particles (ASTM C142), per aggregate fraction.....	65.00
• Dry Rodded Density - Unit Weight (ASTM C29, C29M), per test.....	60.00
• Flat & Elongated Pieces, per test.....	65.00
• Lightweight Particles (ASTM C123), per test.....	60.00
• Percent Crushed (MN/Dot), per test.....	85.00
• Soundness (ASTM C88) - Magnesium Sulfate, per test.....	275.00
• Spall Material - Plus No. 4 (MN/Dot), per test.....	225.00

❖ SPECIAL INSPECTIONS / STEEL TESTING

• Concrete Reinforcement (Rebar Inspection), per hour.....	80.00
• Visual Steel Inspection (ASNT/NDT II Technician) per hour.....	85.00
• Report of Special Inspections by ASNT/NDT II Technician, lump sum.....	300.00

FEE SCHEDULE

Revised 1/14 - Page 2

❖ **CONCRETE TESTING**

• Air Content (ASTM C231), Slump (ASTM C143), Temperature, & Casting Concrete Cylinders, per set of 3	85.00
• Casting 2x2 Mortar Cubes, per set	85.00
• Compressive Strength of 2x2 Mortar Cube (ASTM C109), each	20.00
• Compressive Strength of Concrete Core Including Physical Measurements, Trimming, & Capping, per core	50.00
• Concrete Coring - Portable Core Drill with 2 to 12 Inch Diameter Diamond Bit, Crew, & Generator, per hour (plus mileage)	160.00
• Concrete Cylinder Pickup	Trip Charge
• Curing Box Rental, per month	Individual Basis
• Cylinder Cutting & Trimming, per cut	20.00
• Flexural Strength of Beams (ASTM C78, C293), per test	80.00
• Standard Curing (ASTM C31) & Compression Test (ASTM C39) of Concrete Cylinder, each	20.00
• Theoretical Concrete Mix Proportion, each	175.00
• Concrete Reinforcement (Rebar Inspection), per hour	75.00

❖ **BITUMINOUS TESTING**

• Bituminous Properties (Air Void Analysis & Extraction Gradation), per test	320.00
• Bituminous Coring - Portable Core Drill with 2 to 12 Inch Diameter Diamond Bit, Crew, & Generator, per hour (plus mileage)	150.00
• Bituminous Sample Pickup	Trip Charge
• Density of Pavement Core Including Measurements & Trimming (ASTM D2172), each	50.00
• Extracted Aggregate Gradation (ASTM D5444), per test	85.00
• Laboratory Mix Design (MN/Dot), per test	Individual Basis
• Lottman - Excludes Compaction & Mixing (ASTM D4867), per test	550.00
• Marshall Mix Design - Single Point (Includes Rice, Stability, & Flow)(MN/Dot), per test	190.00
• Marshall Stability & Flow (ASTM D1559), per set of 3	45.00
• Quality Management Testing	Individual Basis
• Quality Assurance Testing	Individual Basis
• Rice Specific Gravity (ASTM D2172), per test	100.00
• Bituminous Density Roll Pattern, each	350.00
• Production TSR's, each	650.00

❖ **DRILLING SERVICES**

• Drill Rig & Crew Conducting SPT Borings w/ <i>Truck Rig</i> - 2 1/2-Foot Sample Intervals, per foot	14.00
• Drill Rig & Crew Conducting SPT Borings w/ <i>Track Rig</i> - 2 1/2-Foot Sample Intervals, per foot	16.00
• Drill Rig & Crew Conducting Power Auger Borings, per foot	9.00
• Mobilization - Drill Rig & Crew, per hour	150.00
• Monitoring Well Installation	Individual Basis
• PVC Piezometer Installation, each	125.00
• Monitoring Well & Environmental Borehole Sealing, per foot	6.00
• Drill Rig Mileage, per mile	1.10
• Support Truck Mileage, per mile50
• Auger / Tool Decontamination, per hour	100.00
• Traffic Control - Signage, per day	120.00
• Traffic Controller - Technician, per hour	40.00
• Soil Classification (by P.E.), per hour	115.00

❖ **HOURLY RATES**

• Engineering Technician - Level I	55.00
• Engineering Technician - Level II	65.00
• Engineering Technician - Level III	75.00
• Project Manager	85.00
• Licensed Engineer (P.E.)	115.00

Section 4.1 fee, hourly rates, travel and reimbursable expense requirements take precedence in the event of a conflict.

Exhibit C

CONSTRUCTION TESTING AND INSPECTION SERVICES RFP-EXHIBIT A

Name of Firm Independent Testing Technologies, Inc Proposal
Dated 10/01/14

Responder shall indicate by checking the boxes below the categories of tests and inspections for which the firm is qualified.

***Attach project experience and reference information for each bolded category of service selected; a minimum of three (3) project references for each bolded category of service selected is required (see RFP Selection Process items 2 and 3 for further information).**

Geotechnical Services

- Pre-construction Soil Exploration and Testing
- Percolation Tests, Recommendations for Septic Systems
- Foundation and Pavement Design Recommendations
- Observation and Testing of Existing Soils during Excavation and Grading
- Laboratory Testing of Proposed Fill Material
- Observation and Testing of Fill and Backfill for Moisture, Compaction
- Other _____

Concrete Testing and Inspection Services

- Concrete, Grout Mix Design
- Observe and Document Formwork Construction
- Observe and Document Placement of Reinforcing Steel
- Slump, Temperature, and Air Entrainment Tests of Fresh Concrete
- Cast, Cure and Test Concrete Cylinders for Compressive Strength
- Other _____

Masonry Testing and Inspection Services

- Mortar, Masonry Fill Mix Design
- Laboratory Tests on Masonry Prisms
- Laboratory Test of Mortar and Core-fill for Compressive Strength and Bond Strength
- Special Inspection of Structural Masonry Construction (Continuous X/ Periodic X)
- Other _____

Structural Steel Testing and Inspection

- Strength Testing of Embedded Bolts
- Observe and Test Welded and Bolted Connections during Structural Steel and Precast Concrete Erection
- Observe and Test Welding and Screw Fastening during Metal Deck Installation
- Other _____

Pavement Testing and Inspection

- Observe and Test Rolling Operations on Subgrade Soils
- Field and Laboratory Tests on Aggregate Base
- Field and Laboratory Tests during Bituminous Paving (Continuous X /Periodic X)
- Other _____

~~Fireproofing / Firestopping Testing and Inspection~~ N/A - Did not meet minimum number of references required for this category.

- ~~Test Installed Spray-on Fireproofing for Thickness, Density, Adhesion~~
- ~~Observe and Document Installation of Fire-Resistive Joint Systems~~
- ~~Other _____~~

DD
SV

Other

- Window/Curtain Wall Testing and Inspection
- Roofing/Waterproofing Testing and Inspection

Phase I Archaeological Resources Investigation

- Determine whether cultural resources are present within the project area, and whether these resources are potentially eligible for the National Register of Historic Places (NRHP).
- All field methods and reporting of the Phase I Archaeological Resources Investigation will comply with the Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- If an archaeological site is found, wash, analyze, and catalogue all recovered artifacts. Laboratory and curation procedures will follow appropriate standard guidelines
- Curate the artifacts at the Minnesota Historical Society under Contractor's curation agreement. Contractor's lab director will ensure that the cataloging and curation meet the requirements of Minnesota's repository guidelines.
- Other _____

Phase II Archaeological Resources Investigation

- Excavate and document designated features in accordance with Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- Record excavation data on standardized forms and in the log book of the principal investigator including location and methods of testing; the numbers, types, and locations of recovered cultural materials; the depth and thickness of excavated soil layers; soil textures and inclusions; and soil color according to Munsell color charts.
- Take up to 5 radiocarbon samples if suitable materials are encountered and complete standard radiometric analysis.
- Clean, catalogue, label and bag all recovered artifacts in accordance with professional standards and submit recovered materials to the Minnesota Historical Society for curation.
- Other _____

Phase I Environmental Investigation

- Complete a Phase I Environmental Site Assessment in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #8.
- Conduct a visual (existing structures) assessment for typical suspect asbestos containing materials (ACM).
- Assess the presence of PCBs at the subject site.

- Collect and evaluate available historical information to determine if evidence exists indicating an existing release, a past release, or a material threat of a release of hazardous substances, hazardous materials or petroleum products to the Property.
- Other _____

Phase II Environmental Investigation

- Prepare a workplan the Phase II Investigation in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #11 to determine if potential sources of contamination identified during the Phase I Investigation are causing a release or threatened release of hazardous substances, contaminants or pollutants to the soil, surface water and ground water on the property in question.
- Prepare a site safety and contingency plan in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #10.
- Conduct Phase II Environmental Investigation in accordance with approved work plan and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Other _____

Remediation Services

- Prepare and, upon approval, implement the Response Action Plan (RAP) and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Following completion of the RAP, prepare an Implementation Report for submission to the MPCA for review and approval in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- Other _____

Comments:

A. Describe Responder's qualifications, including unique qualifications:

B. For each bolded category of service checked, a minimum of three (3) project references is required (pass/fail). Include the following for each project reference:

- 1. Project title**
- 2. Scope**
- 3. Dates started and completed**
- 4. Name and number of years experience of Responder's staff member supervising the project (must be minimally 5 years of experience and must be registered or certified in the State of MN)**
- 5. Client's company name, mailing address**
- 6. Client's contact person name, position title, telephone and fax numbers**



Independent Testing Technologies, Inc.

October 1, 2014

Project References:

Geotechnical Services (1):

- 1) **Shallow River Bridge, Heartland Trail, Nevis, Minnesota, Contract No. B29141
June 16, 2009 – July 15, 2009**
Provided a geotechnical investigation for bridge replacement which included soil borings, laboratory testing, and evaluation of deep piling foundations using LRFD. Prepared a geotechnical report which including recommended foundation types and capacities, lateral earth pressures, and slope recommendations.
**Client: MN Department of Natural Resources – Management Resources, 2115
Birchmont Beach Road Northeast, Bemidji, MN 56601
Contact: Mr. Jeff Erickson, P.E., Senior Engineer, Phone: (218) 308-2637**

- 2) **St. Croix State Park – Gravel Exploration, Hinckley, Minnesota, Contract No. B24630
August 11, 2008 – June 30, 2009**
Conducted soil borings, laboratory testing, and gravel quantity estimation for anticipated gravel crushing operation.
**Client: MN Department of Natural Resources, 1601 Minnesota Drive, Brainerd, MN 56401
Contact: Mr. Dave Sobania, Phone: (218) 833-8673**

- 3) **St. Cloud V.A. Medical Center Perimeter Access Road, St. Cloud, Minnesota,
Purchase Order No. 656-C80143
February 25, 2008 – March 20, 2008**
Conducted soils borings and a geotechnical report with recommendations for earthwork and pavement design for the proposed road.
**Client: St. Cloud VA Medical Center, 4801 18th Street North, St. Cloud, MN 56303
Contact: Ms Melanie Stockman, Contracting Officer, Phone: (320) 255-6309, Fax: (320) 255-6341**

Concrete Testing & Inspections Services (2):

- 1) **8th Avenue North Improvements, St. Cloud, Minnesota, City Project No. 2009-04
May 12, 2009 – October 16, 2009**
Project consisted of providing concrete testing including air, slump, casting, and compression of concrete and grout cylinders and inspection for proper concrete reinforcement in addition to compaction testing, gradations, topsoil

analysis, laboratory proctor tests, QA monitoring, and bituminous properties testing for the improvements to the roadway.

Client: City of St. Cloud, 400 2nd Street South, St. Cloud, MN 56301

Contact: Mr. Steve Foss, Engineer, Phone: (320) 255-7249

- 2) **Nine Troop Area Housing Buildings in Areas 8 & 15, Camp Ripley, Little Falls, MN
MN Department of Military Affairs Project No. 09922**

July 31, 2009 – Present

Project scope included on-site soil density testing to ensure proper compaction in accordance with project specifications. In addition, quality control services consisting of inspection of the concrete reinforcement, determining air content and slump of the concrete placed on-site and casting, standard curing, and compressions of concrete and grout cylinders, masonry, and mortar cubes, asphalt testing, and special inspections on the steel and welds to determine that the material was within project specifications.

Client: MN Department of Military Affairs, Camp Ripley – FMO, 15000 Highway 115, Little Falls, MN 56345-4173

Contact: Mr. Mike Nash, Phone: 320-616-2611

- 3) **2009 Roberts Road Improvements, Sartell, Minnesota**

June 16, 2009 to December 4, 2009

Project consisted of providing concrete testing including air, slump, casting, and compression of concrete and grout cylinders and inspection for proper concrete reinforcement in addition to compaction testing, compaction testing, gradations, topsoil analysis, laboratory proctor tests, QA monitoring, and bituminous properties testing for the improvements to the roadway.

Client: City of Sartell, C/O Bonestroo, 3717 23rd Street South, St. Cloud MN 56301

Contact: Mr. Jeremy Mathiason, P.E., Phone: (320) 251-4553, Fax: (320) 251-6252

Masonry Testing & Inspection Services (3):

- 1) **5th Avenue Live! (apartment complex), St. Cloud, Minnesota**

July 30, 2009 - Present

Project consisted of a multi-use building for student housing and retail shops. We provided masonry, mortar, field and laboratory tests for compressive strength and bond strength. In addition, we provided concrete testing including air, slump, casting, and compression of concrete and grout cylinders and inspection for proper concrete reinforcement in addition to compaction testing, compaction testing, gradations, topsoil analysis, laboratory proctor tests, QA monitoring, and bituminous properties testing for the improvements to the roadway.

Client: Frana Companies, 633 2nd Avenue South, Hopkins, MN 55343

Contact: Mr. Travis Unser, Phone: (952-935-8600)

- 2) **Roosevelt Elementary School, Willmar, Minnesota**

July 7, 2009 to November 16, 2009

Conducted special inspection of masonry and mortar including compressive strength as well as many other construction materials testing services.

Client: Willmar Public Schools, 611 5th Street Southwest, Willmar, MN 56201

Contact: Ms. Pam Harrington, Phone: (320) 231-8511, Fax: (320) 231-8504

- 3) **Nine Troop Area Housing Buildings in Areas 8 & 15, Camp Ripley, Little Falls, MN
MN Department of Military Affairs Project No. 09922**

July 31, 2009 – Present

Project scope included on-site soil density testing to ensure proper compaction in accordance with project specifications. In addition, quality control services consisting of inspection of the concrete reinforcement, determining air content and slump of the concrete placed on-site and casting, standard curing, and compressions of concrete and grout cylinders, masonry, and mortar cubes, asphalt testing, and special inspections on the steel and welds to determine that the material was within project specifications.

Client: MN Department of Military Affairs, Camp Ripley – FMO, 15000 Highway 115, Little Falls, MN 56345-4173

Contact: Mr. Mike Nash, Phone: 320-616-2611

Structural Steel Testing & Inspection (4):

- 1) **YMCA of Alexandria, Alexandria, Minnesota**

April 27, 2009 - Present

Conducted several special inspections of the welds and bolts on the structural steel, roof deck, deck angle, bar joist welds, and structural bolting to verify compliance with project specifications. In addition, various other construction materials testing service was performed for the building project.

Client: YMCA, C/O ORB Management, 123 3rd Avenue East, Suite 100, Alexandria, MN 56308

Contact: Mr. Tom Weaver, Phone: (320) 762-2077, Fax: (320) 762-2078

- 2) **Good Shepherd Households, Sauk Rapids, Minnesota**

July 7, 2009 to November 16, 2009

Conducted several special inspections of the welds and bolts on the structural steel, roof deck, deck angle, bar joist welds, and structural bolting to verify compliance with project specifications. In addition, various other construction materials testing service was performed for the building project.

Client: Miller Architects & Builders, PO Box 1228, St. Cloud, MN 56302

Contact: Mr. Mike Dubsky, Phone: (320) 251-4109, Fax: (320) 251-4693

- 4) **Regional Diagnostic Radiology Building, Sartell, Minnesota**

February 17, 2009 – July 7, 2009

Provided special inspection of the sheer wall connections to verify that they met project specifications. We inspected the screw anchors, tie-down brackets, and drywall screws and provided a report summarizing our findings. In addition, various other construction materials testing service was performed for the building project.

Client: Cornerstone Construction, Inc., 6675 Saukview Drive, Suite 100, St. Cloud, MN 56303

Contact: Mr. Brad Breidenbach, Phone: (320) 251-9221, Fax: (320) 251-9388

Pavement Testing and Inspection (5):

- 1) **2008 Street & Utility Improvements, Olivia, Minnesota**
August 29, 2008 – July 20, 2009
Provided laboratory bituminous properties testing including aggregate gradation, percent oil extraction, and percent air voids on the bituminous placed. Also provided roll pattern observations and report.
Client: Monson Asphalt, 7600 Highway 71 South, Willmar, MN 56201
Contact: Mr. Chad Monson, Owner or Mr. Mike Puhalla, Plant Manager, Phone: (320) 894-5070, Fax: (320) 995-6783

- 2) **2009 Street & Utility Improvements and 2009 Mill & Overlay Projects, Little Canada, Minnesota**
May 14, 2009 – November 25, 2009
Provided various aggregate testing services including aggregate base relative density test, aggregate base modified penetration index, relative moisture tests, and aggregate base moisture content. In addition, we provided many tests on the bituminous such as plant mix aggregate gradation, aggregate percent crushed, asphalt binder content percent, mixture properties, coring, and thickness and density of bituminous cores.
Client: City of Little Canada, C/O Elfering & Associates, 10062 Flanders Court Northeast, Blaine, MN 55449
Contact: Mr. Nathan Boerboom, Project Manager, Phone: (763) 780-0450, Fax: (651) 766-4048

- 3) **2009 Sieve Analysis, Various Pits, Minnesota**
January 27, 2009 – April 30, 2009
Provided continuous sampling and laboratory sieve analysis tests on samples from various pits for various projects for quality assurance.
Client: Johnson Crushing, Inc., PO Box 214, Clearwater, MN 55320
Contact: Mr. Jeff Johnson, Phone: (320) 290-4000, Fax: (320) 558-9299

Fireproofing / Fire-stopping Testing and Inspection (6):

- 1) **Heritage Care Center, Foley, Minnesota**
October 23, 2007 – June 10, 2008
Provided thickness and density tests of sprayed fire-resistive material in accordance with ASTM E605-93. Various other construction material testing services were also provided on this project.
Client: Heritage Care Center, 253 Pine Street, Foley, MN 56329
Contact: Mr. Jerry Kedrowski, JLC Construction, Phone: (320) 260-1659

- 2) **Elim Home, Buffalo, Minnesota**
October 10, 2006 – June 18, 2007
Provided thickness and density of sprayed fire-resistive material (SFRM) for verification that typical density had been achieved. In addition, various other construction material testing services were provided.
Client: Nelson Building & Development, 2 Division Street East, Suite 201, Buffalo MN 55313
Contact: Mike Anderson, Project Manager, Phone:(763)682-1818, Fax:(763)682-3053

Exhibit D1
State/Consultant Basic Services
Insurance Requirements

- A. Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.
- B. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

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

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

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

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

The following coverages shall be included:

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

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

Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

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

Exhibit D1

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/6/2014

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 Apollo Insurance Agency 5 Fifth Avenue SE Melrose MN 56352	CONTACT NAME: Anita Borgerding	FAX (A/C, No): (320) 259-3890	
	PHONE (A/C, No, Ext): 800-247-7016	E-MAIL ADDRESS: anitab@apolloinsurance.com	
INSURED Independent Testing Technologies, Inc 337 31st Ave S Waite Park MN 56387	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Company		10677
	INSURER B: Accident Fund Company		10166
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL1491524076 **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						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		EPP0072390	4/7/2014	4/7/2015	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Blkt AI GA472						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS			EBA0072390	4/7/2014	4/7/2015	BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0072390	4/7/2014	4/7/2015	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below			WCV6099896	4/7/2014	4/7/2015	E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
State of MN Dept of Administration, Real Estate and Construction Services is Additional Insured when required by written contract per policy provisions.

CERTIFICATE HOLDER	CANCELLATION
(651) 215-6245 sherry.vanhorn@state.mn.us	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Real Estate and Construction Services State of MN Dept of Administration 309 Administration Building 50 Sherburne Ave St. Paul, MN 55155	AUTHORIZED REPRESENTATIVE Paul Olberding/APOAJB <i>Paul Olberding</i>

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: Independent Testing Technologies Date: 10/01/14
Authorized Signature: Daryl J. Dhein Telephone number: (320) 253-4338
Printed Name: Daryl J. Dhein Title: President

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightspplace.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.

Independent Testing Technologies, Inc.
Organization Name

Daryl J. Dhein, President
Name and Title of Official Signing for Organization

By: Daryl Dhein
Signature of Official

10-01-14
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

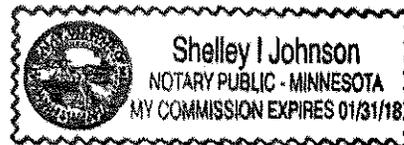
Responder's firm name: Independent Testing Technologies, Inc.
Print authorized representative name: Daryl J. Dhein Title: President
Authorized signature: Daryl Dhein Date (mm/dd/yyyy): 10/02/2014

Notary Public

Subscribed and sworn to before me this:

2nd day of October, 2014

Shelley J Johnson
Notary Public signature



01/13/2018
Commission expires (mm/dd/yyyy)