

**Attachment A:  
Example Workplan**

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**Project Title:** Closed Landfill Investigation and Cover System Evaluation

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## Approach and Assumptions

Our approach to the closed landfill work plan has focused on a scope of work that can be accomplished within a single fiscal year. For the purposes of selecting our approach we have made the following assumptions:

- MPCA will provide historical construction plans and any available historical soil, groundwater and vapor investigation or monitoring data.
  - Our groundwater investigation assumes the depth to shallow groundwater in the sand layers within the clay till is 10-20 feet bgs. We also assume that a deeper sand layer (60' – 80') is present that serves as the water-bearing zone for the irrigation and farm wells listed in the scenario. The groundwater flow for both layers is assumed to be south/southeast toward the river.
  - Our waste investigation assumes the landfill dimensions are approximately 1600 x 800 feet and that the landfill was closed with a clay cover.
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## 1. Project Summary:

The scope of work provided in this work plan (WP) includes a site investigation and landfill cover system evaluation for a 30-acre landfill outlined in Scenario C of the MPCA's RFP. The landfill has been closed since 1983 and the Minnesota Pollution Control Agency (MPCA) has determined that the site is eligible for the Closed Landfill Program (CLP). MPCA is currently considering accepting the site into the CLP and taking over long-term care. Prior to accepting the site, the MPCA would like to evaluate the existing conditions and identify what long-term remedy would be required to best protect human health and the environment.

Over time, residential housing has encroached towards the landfill on the west and the closest residence is located 150 feet west of the landfill. The city's guide plan includes more areas of residential development planned for south of the landfill. Not all homes are connected to municipal water, and private wells are used for irrigation (south) and possibly drinking water (south and west). The property located to the north and east of the landfill is used for agricultural, with a private drinking water well at a farm that also supplies water to about 75 cattle.

## 2. Statement of Problems, Opportunities, and Existing Conditions

As outlined in the RFP, there are some concerns regarding potential migration of groundwater and landfill gas. The landfill cover does not drain well and it is speculated that the cover material across the site is inconsistent, and the landfill's condition is not believed to be consistent with current MPCA guidance and requirements. The existing and planned residential developments are very close to the landfill, raising concerns with potential impacts to these nearby receptors. It is recognized that current data gaps exist that will need to be addressed as outlined in this work plan. Barr will work closely with MPCA to verify our initial view of the problem statement and to confirm MPCA's priorities for the work.

## 3. Goals, Objectives and Tasks

The overall goal of the work is to develop information that will allow MPCA to make informed decisions regarding the landfill and to identify a long-term remedy to best protect human health, safety, and the environment. At this time there is an undefined relationship between the existing conditions, receptor pathways

and various design constraints at the Site. Additional information will be collected by Barr and used to develop a site conceptual model and identify a long-term remedy. As this information is gathered and evaluated, Barr and MPCA will have a better understanding of site-specific challenges that will allow for a recommended long-term design given the parameters.

If documented impacts to receptors are identified during the course of the investigation, Barr will be prepared to work quickly with MPCA on communication of information and to provide interim recommendations for fast-track remedies (e.g. alternate water supplies, point-of-entry treatment systems, vapor mitigation systems at buildings, etc.). The specifics for those types of potential, contingent activities are not included in this work plan but could be rapidly developed through close coordination with MPCA and local officials.

The objectives and related tasks for the work include:

**Objective 1: Site Conditions Evaluation**

**Task A:** Existing Conditions Survey and Historical Data Review

**Task B:** Receptor Survey

The goal of Objective 1 is to gather and understand currently available information that will help establish an initial site conceptual model and to guide the next objectives. Barr will work with the MPCA to obtain site access, complete a site history review, and obtain available information on potential receptors.

**Objective 2: Site Investigation**

**Task A:** Groundwater Investigation

**Task B:** Landfill Gas Investigation

**Task C:** Waste Boundary, Waste Volume and Existing Cover Investigation

The goal of Objective 2 is to fill in data gaps to better understand the current conditions of the landfill, the geology near the landfill, and the nature and extent of contamination migration. Objective 2 will include a phased approach for groundwater and soil gas investigations to help guide investigations to targeted areas as information is developed. The monitoring focus is to help decision making and to select a remedy, but it is not intended to represent the entire monitoring network that may eventually be needed as part of the remedy.

**Objective 3: Site Conceptual Model and Remedy Selection**

**Task A:** Site Conceptual Model Development

**Task B:** CLP Goals and Closure Considerations

**Task C:** Remedy Options, Feasibility Review and Recommendations

The goal of Objective 3 is to understand the current and future risks associated with the landfill, and to identify a long-term remedy to address those risks. This information will also help MPCA to communicate with the city regarding risks related to the future residential development plans near the landfill, allowing for a discussion of alternatives, setbacks, etc.

These objectives and tasks have been used to develop a more detailed and specific scope of work, deliverables and timeline as described below.

## 4. Scope of Work

**Objective 1: Site Conditions Evaluation**

The first task involves reviewing existing information to update our working knowledge of the Site. We anticipate reviewing files that the current owner may have as well as reviewing files that are maintained by MPCA or local units of government. The knowledge obtained during the site evaluation will inform the investigation task (Objective 2). As part of the task, we will review information provided electronically by MPCA and take one trip to MPCA to review information that is not available electronically.

We will also complete a receptor survey covering a 1 mile radius. Information collected from this receptor survey will be used to identify receptor pathway risks and inform the overall site conceptual model to be developed as part of Objective 3. Additional and specific tasks are detailed below.

#### **Task A - Existing Conditions Survey and Historical Data Review**

- Complete a site visit by Barr Project Manager and Engineer. During the site visit we will inspect and survey monitoring wells to a local bench mark, collect water levels for groundwater flow determination, inspect landfill for settlement cracks/depressions in the cover and note areas of stressed vegetation as possible indicators of landfill gas migration. This information will be used to guide the groundwater and landfill gas investigation outlined in Objective 2.
- Review existing landfill closure documentation (to be provided by the MPCA) including site history, topographic surveys, hydrogeologic studies, historical groundwater and landfill gas monitoring data, original cover construction/borrow source, site restrictions (zoning, utilities, etc.) and other available data.
- Review previously prepared *Remedial Investigation Report*.
- Obtain and review historical aerial photograph to assist with historical waste footprint estimations.
- Review available LiDAR and site survey information to assess if it is suitable for project design.

#### **Task B - Receptor Survey**

- Review county parcel data to identify and verify property owners within a 1-mile radius of the Site.
- Complete a walking and/or post card survey to identify water wells within a 1-mile of the Site.
- Meet with the city and obtain records to verify which residential properties within a 1-mile radius have connections to the municipal water supply and review available building construction records to identify basement and sumps.
- Complete a search of the Minnesota Well Index (MWI) and Minnesota Department of Natural Resources (MDNR) well records for available private well construction reports within a 1-mile radius.
- The walking/post card survey will inquire about buildings with basements, crawl spaces, and/or sumps within 300 feet of the edge of the landfill (this radius will be expanded if warranted based on data collected during objective 2).
- Verify the only surface water receptor within a 1 mile radius is the river to the south.

#### **Objective 1 Deliverables**

- Prepare a Technical Memorandum summarizing findings of our site visit, historical data review and previous remedial investigation report.
- Provide a figure documenting private wells locations within a 1-mile radius and identifying parcel ownership, their use(s) if known, and include copies of well logs or summary of construction details, where available.
- Provide a figure showing buildings located within 300' of the landfill, and note if they have basements, crawl spaces, or sumps (if known).

#### **Objective 1 Timeline**

The site evaluation tasks and associated deliverables will be completed within 90 days of receiving our notice to proceed.

#### **Objective 2: Site Investigation**

The work scope for Objective 2 involves completing a phased investigation including soil borings, monitoring wells, and test trenches. The soil borings and groundwater investigation will include a combination of vertical profile soil borings, temporary wells installed using a geoprobe, and sampling of existing monitoring wells. Depending on the results, new monitoring wells will be installed to further assess groundwater impacts and

sampling may also be conducted at select nearby private wells in the downgradient direction. The borings will also involve a landfill gas investigation by installing and sampling temporary vapor probes to identify areas of landfill gas impacts beyond the landfill footprint. Depending on results, permanent gas wells will also be installed and sampled. A test pit investigation will also be conducted to assess the extent of waste and the landfill cover conditions.

Prior to initiating any of the investigation tasks, Barr will develop a Project Health and Safety Plan (PHASP) to identify and address worker risks, both known and potential, associated with the planned investigation. Known risks include the presence of methane and other landfill gases and the presence of waste materials and associated contaminants. In addition, Barr will prepare bid specifications, bidding documents, and develop a subcontract with a test trenching contractor, geoprobe contractor and well installation contractor following the rules and requirements of the MPCA Contractor and Subcontracting Purchasing Manual.

Prior to each stage of investigation field work, Barr will consult with the selected contractor to verify they have coordinated a public and private utility locate prior to any intrusive activities. Equipment to be used in support of this work will either be rented, billed at the contract rates, or obtained from or purchased directly by the MPCA if requested by the state. Barr will prepare sample selection guidance that field staff will use when determining when/where to collect samples from borings, wells and test trenches. Barr field staff will follow Barr's standard operating procedures and relevant MPCA rules and applicable guidance documents. Our individual and primary site investigation tasks are outlined below. A Barr representative will be present to continuously observe the boring/well installation and test trench activities. We will measure landfill gases in the field at each test trench/pit and boring installed.

The investigation will require access to property beyond the landfill, including the surrounding agricultural land to the north, east, and south, and private residences or city right-of-ways to the west. Barr will support MPCA's efforts with the property owners to establish access for the planned investigations. Specific tasks for each investigation phase are detailed below.

#### **Task A - Groundwater Investigation**

A groundwater investigation will be completed to define the magnitude and extent of groundwater contamination beyond the limits of the landfill footprint, determine the extent to which water quality has been affected by leachate, and to further assess potential receptor pathways. The investigation will be completed using a phased approach. Given the current uncertainties, the course of the investigation will be adapted as information is developed during the work phases and so key assumptions guiding the planned work are included below.

During the initial phase, the three existing monitoring wells will be redeveloped, surveyed and sampled. Additionally up to 13 geoprobe borings will be conducted around the landfill to better understand the geology and potential groundwater migration pathways. It is assumed that the borings will identify a laterally continuous sand layer representing the uppermost permeable, saturated pathway at approximately 10'- 20' deep. Four of the geoprobe borings (one boring on each side of the landfill) will be advanced deeper, using a dual-tube sampling method to prevent cross contamination between upper and lower units. It is assumed that those four borings will identify a deeper, saturated sand layer at approximately 60' bgs. We will continuously log the soils in accordance with ASTM E2488 and will screen the soils for signs of contamination, including visual and olfactory observations and evaluation for the presence of organic vapors, discoloration, or sheen. Planned boring locations are shown on Figure 1. We will make determinations on the actual locations in the field, based on conditions such as access, underground or overhead utilities, topography, safety considerations, etc.

During the initial phase, groundwater samples will be collected from temporary wells installed in the 13 borings from the upper saturated sand layer, plus 4 temporary wells from the lower saturated sand layer.

Well risers will be surveyed and depth to water will be measured to provide an initial groundwater elevations for both sand layers.

Groundwater samples will be analyzed for field and preliminary laboratory parameters indicative of landfill impacts, including cations, anions, and VOCs. The analytical list is not meant to be exhaustive, rather it is intended to verify the direction of the plume to allow planning for next investigation phases, placement of monitoring wells and targeting a more detailed investigation of the plume. It is expected that field parameters (e.g., specific conductance), lab samples, and water levels will prove a preliminary indication that groundwater flow is toward the south-southeast.

Based on the results of the existing wells and informed by the temporarily well sampling, the second phase of the groundwater investigation will include the installation of up to 3 additional shallow wells (20 feet deep) and 3 deep wells (70 feet deep).. The shallow wells will be installed using hollow stem augers (HSA). To prevent sand heaving in the casing, the deep wells will be installed using a HSA with a knock out plug. These wells will be installed in accordance with MDH well code. If gross contamination is identified and there are concerns for downward leakage, doubled-cased well construction will be considered for the deeper wells. Well risers will be surveyed and depth to water will be measured to provide groundwater elevations for both shallow and deep water-bearing sand layers. As mentioned above, it is assumed that groundwater flow direction will be to the south-southeast in both layers. Proposed well locations are shown on Figure 1. We will make determinations on the actual locations in the field, based on actual groundwater flow direction measured from the temporary borings in phase one, conditions such as access, underground or overhead utilities, topography, safety considerations, etc.

Groundwater samples from the permanent wells will be analyzed for field and laboratory parameters indicative of landfill impacts. Barr will work closely with MPCA to determine an analytical parameter list, including potential emerging contaminants of concern if MPCA wants to include those items for consideration of potential remedies (e.g., 1,4-dioxane, PFAS compounds, etc.). The potential analytical parameters at the permanent wells may include cations, anions, metals, SVOCs, VOCs, and pesticides/herbicides.

It is assumed that the initial phases of the investigation will indicate that a groundwater plume is present in the shallow sand layers, but that the deeper sand layer will not have impacts. If the plume in the shallow sand layer is found to extend beyond the temporary and permanent wells described above, then another round of up to 10 downgradient temporary wells could be considered to further evaluate the nature and extent of the plume and allow for further assessment of concerns to the surface water in the river, the residences and their wells to the south, and the city's comprehensive plan for future residential in this area. The information collected would help identify potential risks and potential remedies that may be necessary to address groundwater migration.

**Assumed results of the groundwater investigations, discussion of next steps:** It is assumed that the above receptor survey and groundwater investigations determine that a complete exposure pathway is not present with respect to the existing water supply wells and the river (i.e., water supply wells utilize the deeper sand layer, the landfill plume is limited to the shallow sand layer, and the plume migrating south-southeast does not extend to the residences to the south or the river). Those assumptions would also indicate that the "strange odors" emanating from the irrigation wells at some of the residents to the south are unrelated to the landfill. Additionally, the wells at the houses to the west in the city and at the farm to the east are side-gradient and it is assumed that they utilize the un-affected deeper sand layer. Based on those assumptions, sampling of private wells is not included in the work plan.

However, if MPCA determines that it would help support community relations and communications, or if an exposure pathway is identified from the receptor survey and temporary and permanent monitoring well sampling, then Barr will work with MPCA to develop an approach to rapidly assess the risk to the public.

Potential measure could include visits to the property to more fully assess their well construction and use, and potentially collecting groundwater samples to assess for landfill impacts. If impacts are determined, Barr can work quickly with MPCA to identify options and next steps based on our experience at similar sites.

### **Task B - Landfill Gas Investigation**

A landfill gas investigation will be completed to define the magnitude and extent of potential landfill gas migration beyond the limits of the landfill footprint and to assess potential receptor pathways. The investigation will be completed using a phased approach and in conjunction with the geoprobe borings discussed in Task A above. Vapor readings will be collected from some of the existing passive vents installed through the landfill cover, if feasible, otherwise up to five additional geoprobe borings will be advanced into the waste above the water table to collect vapor samples. Beyond the waste footprint, soil gas samples will be collected from soil gas probes installed using a geoprobe (Figure 2) to assess the potential for off-site impacts beyond the immediate boundary of the landfill as described below. Following that, 3 permanent gas monitoring wells will be installed and sampled around the perimeter of the landfill to the east, south, and west.

Barr will oversee borings and wells that will be advanced by a subcontracted drilling contractor. The data collected as part of this investigation will be used to evaluate the functionality of the current passive gas vents and document the potential for landfill gas migration beyond the landfill boundary. Actual vapor boring and gas well locations will be determined in the field based the ability to obtain property owner access, drill rig access, underground or overhead utilities, topography, safety considerations, etc. Additional specifics and assumptions for the landfill gas investigation include:

- A four gas meter will be used in the field to monitor landfill gas at landfill gas probes, vents, and wells (field readings for methane, carbon dioxide, oxygen and hydrogen sulfide).
- Landfill gas field monitoring will be conducted for select locations at the existing passive vents (as feasible depending on their construction and air flow characteristics), in an attempt to identify where landfill gases are concentrated at the landfill.
- Up to 19 vapor probe borings will be advanced to a depth of approximately 10 feet bgs to evaluate for the presence of soil gas migration in the vicinity of the landfill, generally focusing on areas within 200' of the landfill boundary where elevated landfill gas is most likely. Two lines of probes are anticipated west and south of the landfill to further assess the potential migration of the gases towards nearby residential areas (existing residences to the west, planned to the south). Two TO-15 samples for VOCs will also be collected at vapor probes located closest to existing residences to the west to assess potential VOC migration.
- It is assumed the vapor probes installation field work can be coordinated with the groundwater geoprobe investigation field work. The vapor probe placement will be focused on locations between the landfill and identified nearby receptors and in the vicinity of areas identified during the site visit in Objective 1 Task A as having potential for stressed vegetation. Planned boring locations are shown on Figure 2. The actual locations will be determined in the field, based on conditions such as access, underground or overhead utilities, topography, safety considerations, etc.
- Based on the results of the passive vent screening and soil vapor sampling, up to 3 permanent gas wells will be installed around the landfill and identified receptors. The wells will be installed using hollow stem auger (HSA) and installed in accordance with MPCA and MDA guidelines and code.

For the purposes of the work plan, it is assume the vapor investigations will not indicate a complete exposure pathway to the nearby residences or farm and additional sampling will not be required. However, if during the course of the vapor investigations, information emerges that suggest potential risks for vapor intrusion into occupied buildings, Barr will work with MCPA to develop an approach to rapidly assess the risk to the public. Potential measure could include visits to the property to more fully assess the building construction

and use. If impacts are determined, Barr can work quickly with MPCA to identify options and next steps based on our experience at similar sites.

### **Task C - Waste Boundary, Waste Volume and Soil Cover Investigation**

Barr will oversee the excavation contractor who will perform test pits around the perimeter of the landfill to define the horizontal and vertical extent of waste, cover thickness and type, and depth to the saturated zone. The waste investigation will be used to characterize properties of the waste material along with the physical properties of the soil under and covering the waste material. The waste and cover investigation will be completed by using a track-mounted excavator capable of digging to a minimum depth of 20' below ground surface, or 5 feet into groundwater, whichever is reached first. The information obtained during this task will be used to estimate waste volume and footprint and make recommendations for improving the cover system to alleviate any documented risks to human health and the environment.

- Waste limits will be investigated by completing test trenches at the presumed waste footprint boundary at a spacing of one test trench every 400 feet for a total of 12 test trenches. Planned trench locations are shown on Figure 3.
- Up to 6 test pits will be completed within the current waste footprint to evaluate cover thickness, cover material and waste thickness and type. The landfill base or liner material will also be evaluated if waste is shallower than 20 feet bgs or does not extend into the water table.
- Following completion of the test pits and trenches, the landfill cover will be replaced back into the trench/pit in the order it was removed. The surface will be restored with seed and mulch.
- The test pits will be located using a hand held GPS and illustrated on site diagrams following the field activities. Soil and/or waste samples will not be collected. Only field observation and instrument screening reads using a PID and GEM 2000 will be recorded.
- Data will be collected to support a preliminary assessment of landfill closure needs in support the decision of a long term remedy.
- The test trench/test pit field work is expected to take up to 3 days of field work.

Actual test pit/trench locations will be determined in the field based on conditions such as access, underground or overhead utilities, topography, safety considerations, etc.

### **Objective 2 Deliverables:**

Following completion of the three site investigations tasks including the multiple phases identified above, Barr will prepare a summary report for submittal to the MPCA. The summary report will include the following items

- A summary of the investigation activities
- A summary of the investigation results, including data tables, maps, boring/test trench logs, well construction reports and possible cross sections
- The scope of work for any additional investigative activities will be determined when the memorandum is prepared. It is understood that any additional studies identified must first be agreed upon and completed under a separate work order or amendment

### **Objective 2 Timeline:**

Our target schedule for site investigation field activities will be to coordinate the subcontractor RFQs concurrent with Objective 1 task and ready to complete the field work following completion of Objective 1 or approximately 90 days after receiving notice to proceed. The field work is expected to be completed over the course of 3 months. The investigation report will be completed within 90 days of receiving the final laboratory reports.



Actual completion dates will ultimately be determined by availability of existing documentation from MPCA, the need for additional studies, contractor availability and MPCA and/or Department of Administration approval/review turnaround times. Email updates will be provided to MPCA regarding field work, scheduled deliverables, relevant findings, and final deliverables. MPCA will be notified of any relevant schedule, scope or activity changes.

### **Objective 3: Site Conceptual Model and Remedy Selection**

The results of the investigation will be used to develop a Site Conceptual Model (SCM) which will identify receptor pathways (or potential for future pathways) and to evaluate the nature/extent of impacts leaving the landfill (groundwater, LFG). Based on this information, a plan will be developed making recommendations for landfill upgrades to control source and reduce off-site migration. The upgrade plan and future remedy recommendations will take into consideration existing and potential future development, and consider additional remedial measures or land use restrictions to ensure that future risk are managed and help the MPCA to identify if acquisition of additional buffer land around landfill may be warranted.

#### **Task A: Site Conceptual Model Development**

A site conceptual model will be developed for the landfill that identifies the following:

- Site definition and background information;
- Sources of contamination and contaminants of potential concern;
- Sensitive receptors; and
- Migration Pathways and exposure routes.

This information will be used to do one or more of the following:

- Eliminate the need for additional investigations if it shows that exposure pathways are incomplete;
- Identify potential data gaps;
- Assist with the development or evaluation of remediation or management strategies; and
- Allow the MPCA to facilitate communication of site conditions with a wide range of stakeholder, including the public.

#### **Task B: CLP Goals and Closure Considerations**

Throughout this project, we anticipate the MPCA will seek stakeholder input and coordination, including periodic meetings with the current landfill owner, surrounding residential and nearby property owners, and local government representatives. These meetings will inform the evaluation process and possible closure options. We will participate in up to three stakeholder meetings during the course of this work.

Following the SCM development, Barr will coordinate a final meeting with the MPCA to discuss results of the evaluation and investigation and present preliminary design concepts and challenges.

#### **Task C: Remedy Options, Feasibility Review and Recommendations**

Although the majority of this work plan involves planning and implementing an environmental investigation, we understand that if accepted into the CLP, the MPCA will likely request funding for the remediation project from the legislature. To support that funding request, we will work with MPCA to develop conceptual remediation options and settle on a preferred alternative by completing the following tasks:

- Review design options for cover system;

- Barr will incorporate the spatial data to generate a design base model using Autodesk's Civil 3D software. Developing the base model will allow for more accurate volume estimates and development of conceptual options.
- Barr will also generate a 3D visualization of the subsurface environmental data using Environmental Visualization Software (EVS). The EVS model will integrate with the Civil 3D base model. The benefit of the EVS model is to provide visual representation and evaluation of subsurface contaminant distributions, which is valuable for stakeholder communications.
- The remedy and cover system will be developed to comply with MPCA Solid Waste Rules;
- We will develop cost estimates for each of the (up to) three concept options. The cost estimates will be considered no more than Class 4 estimates, as defined by American Association of Cost Estimators, which typically have confidence ranges on the order of +50%/-30% or more. The cost estimates will also identify the factors that have the potential to significantly affect cost (e.g., fuel prices, regulatory changes, etc.).
- Based on the feasibility review and cost estimates, Barr will work with MPCA to select a preferred option.
- A project meeting will be scheduled to discuss the options considered and our recommendations. It is assumed this meeting will take place in St. Paul with up to three Barr staff in attendance. A copy of the concept options, costs and preferred option will be provided to the MPCA prior to the meeting.

#### **Objective 3 Deliverables:**

The following deliverables will be included as part of the Objective 3:

- A site conceptual model summary report for the landfill and nearby areas of impacts will be prepared;
- If warranted, a recommendation for additional investigation phases will be presented. The recommended scope will be developed based on the data obtained during this phase of the investigation. Potential recommended scope items may include: locations and screened intervals for additional monitoring wells, additional subsurface investigation and sampling, a groundwater model etc.
- A technical memorandum will be prepared summarizing remedy options, feasibility analysis and preliminary cost estimates along with a long-term closure and monitoring recommendations.

#### **Objective 3 Timeline:**

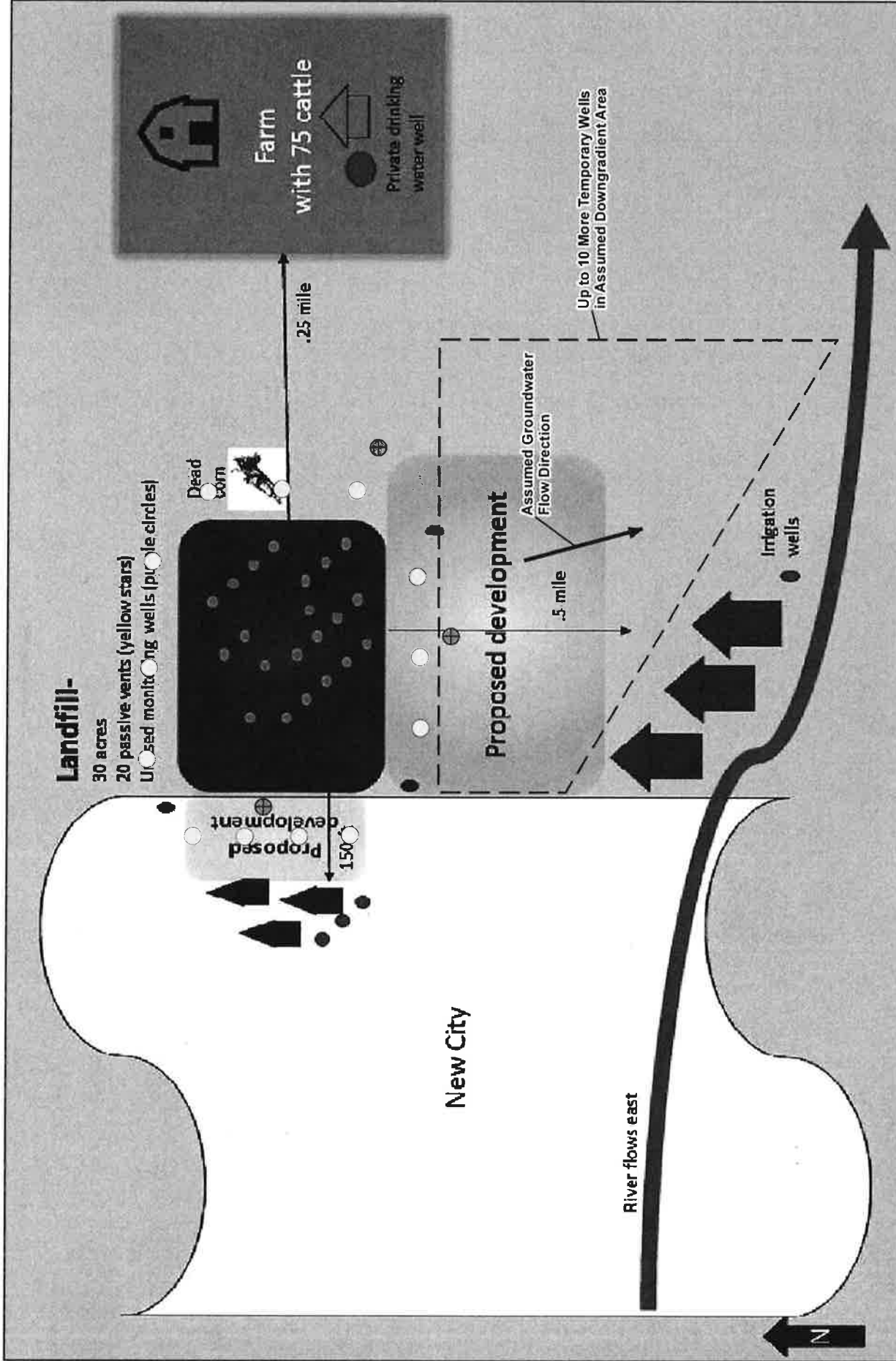
Our target schedule for the site conceptual model and remedy selection will be approximately 90 days following the completion of the site investigation report prepared for Objective 2 above.

Actual completion dates will ultimately be determined by availability of existing documentation from MPCA, the need for additional studies, contractor availability and MPCA and/or Department of Administration approval/review turnaround times. Email updates will be provided to MPCA regarding scheduled deliverables, relevant findings, and final deliverables. MPCA will be notified of any relevant schedule, scope or activity changes.

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## **Hours Estimate**

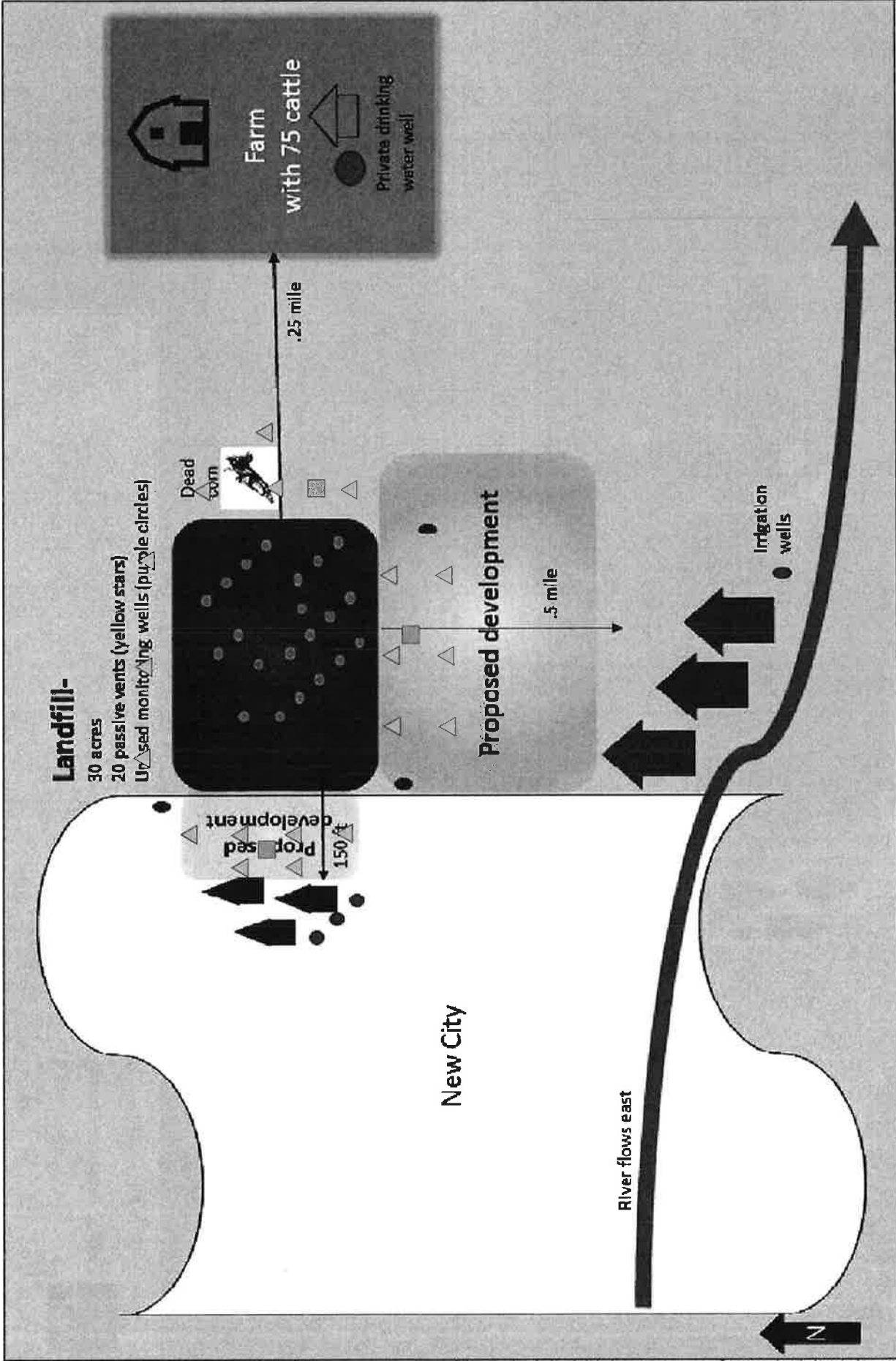
A Work Breakdown Structure outlining the number of hours per contract position per task has been attached for reference. Our estimate assumes that the landfill closure remedy design and contractor bidding would be completed under a separate work order once the site has been accepted by the MPCA into the CLP.



SCENARIO C  
 GROUNDWATER INVESTIGATION  
 TEMPORARY AND PERMANENT  
 WELL LOCATIONS  
 FIGURE 1

- Proposed Temporary Well Location
- ⊕ Proposed Monitoring Well Nest Location (1 Shallow, 1 Deep)

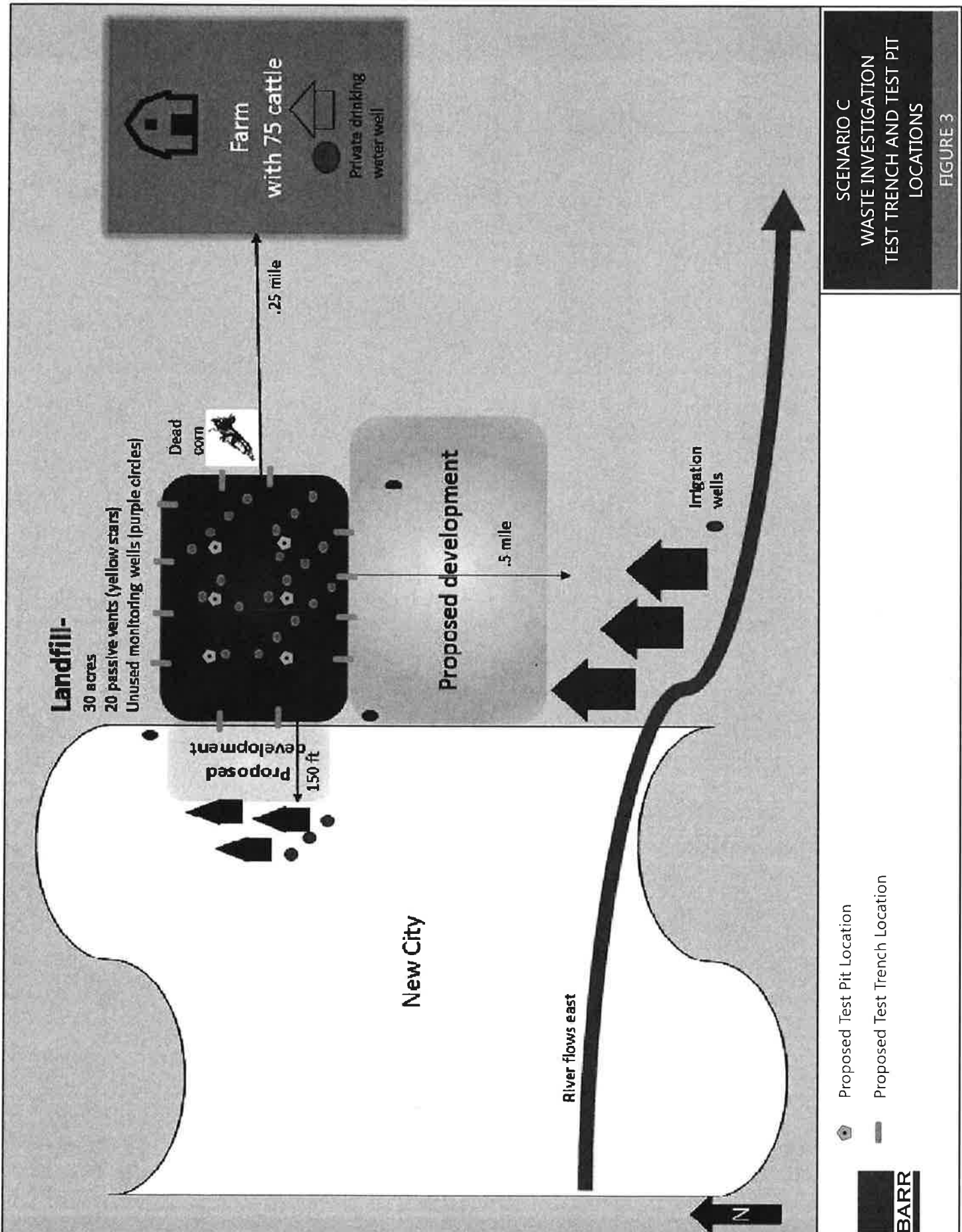




**SCENARIO C**  
**LANDFILL GAS INVESTIGATION**  
**VAPOR PROBE AND GAS WELL**  
**WELL LOCATIONS**  
**FIGURE 2**

-  Proposed Permanent Gas Well Location
-  Proposed Vapor Probe Location







**Attachment B:  
Example Scenario Spreadsheet**



**MINNESOTA POLLUTION CONTROL AGENCY**

520 Lafayette Road North  
St. Paul, MN 55155-4194

**Scenario C Work Plan**

Project title: Closed Landfill Investigation and Cover System Evaluation

Project Budget	1. Personnel										2. Subcontracting	3. Equipment	4. Other Expenses		
	Project Manager	Engineer 4	Engineer 3	Engineer 2	Engineer 1	Scientist 1/2	Scientist 1	Field Technician	On-Site Inspector	Human Health Risk Assessor 2				Human Health Risk Assessor 3	GIS / CAD Specialist
	\$137.52	\$205.97	\$137.52	\$97.48	\$78.09	\$97.48	\$78.09	\$137.52	\$137.52	\$97.48	\$137.52	\$78.09	\$97.48		
<b>Objective 1: Site Conditions Evaluation</b>															
Task A - Existing Conditions Survey and Historic Data Review	18		10	24		16									
Task B - Receptor Survey	6		2		12	36									
Objective 1 - Deliverables	8	1	4	8		8									
<b>Total for Objective 1 Hrs</b>	<b>30</b>	<b>1</b>	<b>16</b>	<b>32</b>	<b>12</b>	<b>24</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>0</b>		
<b>Objective 2: Site Investigation</b>															
Task A - Groundwater Investigation	30	3	10			150	20								
Task B - Landfill Gas Investigation	15	3	5	5	60	80									
Task C - Waste Boundary, Waste Volume and Existing Cover Investigation	15	3	5	5	60	5									
Objective 2 - Deliverables	16	4	4	30	10	80	20	4							
<b>Total for Objective 2 Hrs</b>	<b>76</b>	<b>13</b>	<b>9</b>	<b>40</b>	<b>70</b>	<b>100</b>	<b>250</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>6</b>		
<b>Objective 3: Site Conceptual Model and Remedial Selection</b>															
Task A - Site Conceptual Model Development	8	2	2			60	20								
Task B - CLP Coats and Closure Consideration	8	2	6	10	20	8				4					
Task C - Remedial Options, Feasibility Review and Recommendations	8	2	6	20	60	15									
Objective 3 - Deliverables	16	2	5	4	60	60									
<b>Total for Objective 3 Hrs</b>	<b>40</b>	<b>8</b>	<b>19</b>	<b>34</b>	<b>140</b>	<b>148</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>58</b>	<b>0</b>		
<b>Total Project Hours</b>	<b>146</b>	<b>22</b>	<b>44</b>	<b>106</b>	<b>222</b>	<b>277</b>	<b>306</b>	<b>24</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>102</b>	<b>6</b>		

Cost will be in accordance with MPCA's Purchasing Manual for contractors, and MPCA contract equipment rates and expenses.

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**Attachment C:  
Sample Contract**



**ATTACHMENT C**  
**Professional and Technical Services**  
**Remediation Master Contract**  
**State of Minnesota**

SWIFT Master Contract No.:  
T-Number:  
Agency Interest No.:  
Activity ID No.:

This Master Contract is between the State of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency** ("MPCA" or "State") 520 Lafayette Road North, St. Paul, MN 55155 and **Contractor Name** ("Contractor"), address, city, state zip .

**Recitals**

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1. Under Minn. Stats. § § 15.061 and 116.03 Subd. 2, the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of multiple contracts to perform <Category A > <Category B> <Category C > program activities.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this Master Contract ("Master Contract" or "Contract") to the satisfaction of the State.

**Master Contract**

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**1. TERM OF MASTER CONTRACT**

**1.1. Effective date:** July 1, 2018, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, Subd. 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 Orders.**

**1.2. Work Order Contracts.** The term of the 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:** June 30, 2023, with no contract extensions, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.4 Survival of terms:** The following clauses survive the expiration or cancellation of this Master Contract and all Work Orders: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing law, Jurisdiction, and Venue; and Data Disclosure.

**2. SCOPE OF WORK**

The Contractor, who is not a State employee, will upon request from the State, prepare workplans for work outlined in <Category A > <Category B> <Category C > outlined in this Master Contract and the Request for Proposal (RFP) which is incorporated herein by reference, and perform the duties authorized in a Work Order and any related Change Order, Work Order Amendment, or Stop Work Order issued by the State, as described in this Master Contract and the RFP. No work shall be performed by the Contractor under this Master Contract without State authorization. In the event of a conflict between the provisions of this Master Contract and the provisions of the RFP, the provisions of this Master Contract shall prevail.

The Contractor shall begin work only upon receipt of a fully executed Work Order that authorizes the Contractor to begin work under this Master Contract. Any and all effort, expenses, or actions taken before the Work Order is fully

executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expense of the Contractor.

The Contractor understands this Master Contract is not a guarantee of work under a Work Order contract. The State has determined it may need the services under this Master Contract, but does not commit to spending any money with the Contractor.

<Category A Scope of Services>  
<Category B Scope of Services>  
<Category C Scope of Services>

### 3. TIME

The Contractor must comply with all the time requirements described in Work Orders. In the performance of Work Orders, 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 Orders may not exceed **\$120,000,000.00 (One Hundred Twenty Million Dollars)** for five (5) years between all Master Contracts.

- a. **Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of any Work Order will be reimbursed, for travel and subsistence expenses 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 which is incorporated into this Master Contract by reference which can be viewed at: <http://www.mmd.admin.state.mn.us/commissionersplan.htm>. 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. When coming from out-of-state the Contractor's hourly rate for staff will not apply until the Contractor's staff has arrived at the project location.

To qualify for the breakfast and dinner costs, the Contractor must leave the point of mobilization before 6:00 a.m. and arrive back at the point of mobilization after 7:00 p.m., respectively. Lunch reimbursements may be claimed if the Contractor is in travel status more than 35 miles away from his/her normal office or is away from home overnight.

Receipts for meals and lodging must be attached to the Contractor's invoices. Meal receipts are required to be submitted with invoices, and retained in accordance with Clause 33. Meal and lodging costs and any expenses must be summarized in an Expense Worksheet and submitted with invoices.

#### 4.2 Payment

- a. **Terms of Payment.** The Contractor shall be paid for actual services performed for the State in accordance with Work Orders from the State and in accordance with the Classifications and Rates established in Clause 10, of this Master Contract. The Contractor will be paid in accordance with the Workplan and Budgets for each Work Order.
- b. **Invoices.** The Contractor shall submit invoices to the State monthly for work completed during the prior month, unless no costs, or minimal costs are incurred during the billing period. The invoices shall be submitted in the format acceptable to the State. Invoices and attachments should be consistent with the Work Order Budget. Documentation must be itemized and legible. It is the Contractor's sole responsibility to make sure invoices are submitted as required. Invoices shall include:
  - a. Contractor name

- b. SWIFT Master Contract ID No.
- c. Work Order Number
- d. Purchase Order Number
- e. Invoice number
- f. Invoice date
- g. State Project Manager
- h. Invoicing period (actual working period)
- i. Itemized list of all work performed and Brief Update of Tasks Completed
- j. Itemized list of all labor, supplies and equipment
- k. Subcontractor invoices
- l. Mileage expenses
- m. Itemized expenses with receipts, for meals, lodging, and parking expenses per person per day (State to provide form)
- n. Staff travel logs and/or timesheets (if requested or applicable)
- o. Documentation of times and dates must be disclosed on the expense worksheet and attached to invoice
- p. Retainage calculation
- q. Budget Summary Report (form provided by State) summarizing State approved budget amounts by task and total billed to date for the categories of Contractor and subcontractors labor, expenses, and equipment.
- r. Expenses as approved on workplan
- s. Brief update of tasks completed for subject invoice

MPCA Work Order invoices will be submitted to [mpca.ap@state.mn.us](mailto:mpca.ap@state.mn.us).

If there is a problem with submitting an invoice electronically please contact the MPCA Accounts Payable Unit at 651-757-2491.

Minnesota Department of Agriculture (MDA) Work Order invoices should be submitted by email (preferred) to: [MDA.Accounts-Payable@state.mn.us](mailto:MDA.Accounts-Payable@state.mn.us) or by US Mail to Finance and Budget Division, Accounts Payable, 625 Robert Street North, Saint Paul, MN 55155.

The State's Authorized Representative shall have the authority to approve invoices, and no payments shall be made without the approval of the State's Authorized Representative. Payment shall be made within thirty (30) days of submission of the Contractor's invoices for services performed. The State shall pay interest at the rate of one and one half percent (1.5%) per month to the Contractor for undisputed billings when the State has not paid the billing within thirty (30) days following receipt of the invoice, in accordance with Minn. Stat. § 16A.124. When discrepancies occur regarding portions of an invoiced amount, the State shall pay the undisputed amount in accordance with this part. The disputed items shall be paid within thirty (30) days of when the discrepancies are resolved.

- c. **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2 (10), no more than 90 percent of the amount due under any Work Order 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.

## 5. CONDITIONS OF PAYMENT

All services provided by the Contractor under a Work Order 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 including business registration requirements of the Office of the Secretary of State. 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. CONTRACT SERVICE PRICES

When the MPCA Contractor hires a State Contractor, the MPCA Contractor is required to pay the State Contractor within 30 days after receipt of the invoice for undisputed billings from the State Contractor. The MPCA Contractor is responsible to assure the State Contractor's invoice and services were in compliance with the MPCA Work Order, State Contract scope of services and fee schedules.. The MPCA Contractor shall also assure the services were provided. The MPCA Contractor has the option to submit invoices twice a month to expedite payment of State Contractor/Subcontractor invoices.

The Contractor may provide oversight and invoice approval of State Construction Contracts over \$50,000 and ensure invoices are in compliance with the scope of work that was performed. However, the Contractor shall not pay the State Construction Contractor directly. The State Construction Contractor shall submit invoices to the State for payment and the State will make payments directly to the State Construction Contractor.

The end of the State fiscal year is June 30. All invoices are due by August 15 of each year for work done prior to July 1 of that year. Charges incurred in two fiscal years (before and after July 1) shall not be on the same invoice. The State closes its fiscal year accounts at the end of August.

Courier services shall be reimbursable when requested by the MPCA. Copies of plans and specifications for bid packages for major construction projects shall be reimbursable when approved in the Work Order. The State shall not pay for markup on Contractor or Subcontractor invoices.

## 7. PAYMENT TO SUBCONTRACTORS

As required by Minn. Stat. § 16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within ten (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).

## 8. SUPPLIES AND EQUIPMENT PRICING

**Supplies and Expenses:** The State considers the following items to be examples of supplies, disposables, and/or equipment that are already part of a Responder's overhead that will not be reimbursed separately. This is not an all-inclusive list.

- a. Vehicle or Vehicle daily rates
- b. Tool Boxes
- c. Hand tools and small electric tools
- d. Tri-pod
- e. Grease
- f. Mobile phone or related fees
- g. Answering machine/voice mail systems or access
- h. Computer/tablets/field notebooks/printer and ink cartridges
- i. Hand-held global positioning system locator
- j. Digital/film camera, photo processing and film
- k. Bucket
- l. Tape measures
- m. Gloves
- n. Level D personal protective equipment (including but not limited to coveralls, steel-toed boots/shoes, safety glasses or chemical splash goggles, face shield, ear protection, hard hat, gloves)
- o. First aid kit
- p. Eye wash

- q. Trash bags
- r. Duct tape
- s. Rainwear suits and raingear
- t. Distilled water
- u. Ice/coolers
- v. Bungee cords
- w. Alconox
- x. Ziplocs or similar plastic bags
- y. Electrical cords
- z. Stamps or postage
- aa. Boot covers
- bb. Locks
- cc. Tubing
- dd. Nails/screws/bolts/fasteners
- ee. Items less than \$30

**Equipment:** All anticipated equipment to be used on all projects under this Master Contract is listed on the equipment list. Any equipment not listed, if approved by the MPCA Project/Contract Manager, shall be purchased as required in the MPCA Contractor/Subcontractor Purchasing Manual: <https://www.pca.state.mn.us/about-mPCA/contractor-and-subcontracting-guidance>.

The MPCA will allow the Contractor to use MPCA equipment, if available, with MPCA contract manager approval and proper training as deemed appropriate by the contract manager. The MPCA will not reimburse contractors for this training. The Contractor assumes all risks of loss or damage to the equipment during periods of transportation, installation, and during the entire time the equipment is in possession of the Contractor.

Items shown below shall be billed at the daily or hourly rate shown without further proof of cost.

**EQUIPMENT RATES**  
**Effective July 1, 2018 – through June 30, 2023**

Equipment	Cost (per day)
Turbidity Meter	\$52.00
Oxidation-reduction potential (ORP) Meter	\$39.00
Hydrolab Quanta	\$80.00
Dissolved Oxygen Meter	\$46.00
Temperature, pH, conductivity, ORP meter	\$68.00
Temperature, pH, conductivity	\$35.00
YSI Multi Meter w/ Flow Cell	\$117.00
Flow Cell	\$77.00
Water Quality Meter (6 parameters)	\$102.00
2" Pump	\$189.00
Bladder pump	\$118.00
Submersible Pump	\$52.00

Peristaltic Pump	\$43.00
Diaphragm Pump	\$53.00
Mechanical Pump Puller	\$44.00
Water Level Indicator	\$27.00
Hydrocarbon/Water Interface Probe	\$55.00
Pump/Slug Testing Equipment	\$110.00
Manual direct-push probe equip.	\$165.00
X-ray Fluorescent (XRF) for Soil and Lead Paint	\$468.00
Nuclear Density Gauge	\$69.00
Multi Gas Meter (O2/CO/LEL/Methane)	\$123.00
O2/Combustible Gas Detector	\$110.00
LEL/O2/CO2 Gas Meter	\$66.00
LEL/O2 Gas Meter	\$55.00
Explosimeter	\$52.00
Photoionization Detector (PID) 10.6	\$99.00
Photoionization Detector (PID) 11.7	\$138.00
Flame Ionization Detector (OVA)	\$135.00
Velometer / Anemometer	\$34.00
Micro Manometer	\$64.00
Sound Level Meter	\$53.00
Dust Meter	\$70.00
Air Compressor	\$54.00
Metal/Cable Detector	\$47.00
Generator	\$65.00
Sump Pump	\$33.00
Pressure Washer	\$69.00
Magnetometer	\$151.00
Coreing Machine with Drill Bits	\$110.00
Surveying Equipment - Rotary Laser	\$104.00
GPS (Submeter)	\$122.00
Laser Level/Lenker Rod	\$127.00
Ground Penetrating Radar (GPR)	\$426.00
EM-31 Ground Conductivity Meter	\$440.00
EM-61 Ground Conductivity Meter	\$688.00
55 gal Drums	\$70.00
Sub-Slab Soil Gas Sampling Point Insert	\$88.00
Screen for Soil Gas Monitoring Points	\$51.00
Vapor Pin Installation Kit (per point)	\$60.00

Lumex Mercury Monitoring	\$187.00
Mercury Analyzer	\$179.00

Note: all calibration gasses are included in the price of the meters.  
Vibracoring cannot be conducted under this contract.

## 9. CONTRACTOR STAFFING AND PERSONNEL CLASSIFICATIONS

Classifications are grouped in levels. Each level has an hourly rate. To qualify for a classification, you must have the education, experience and a majority of the qualifications as listed in the RFP, which is incorporated herein by reference. Classifications and hourly rates are as follows below:

### Category A: Petroleum, Superfund, Ag, and Closed Landfill Program Environmental Services

The following personnel classifications will be utilized in Category A. Additional personnel classifications other than those listed below will not be accepted.

Ecological Risk Assessor 2  
Ecological Risk Assessor 3  
Engineer 1  
Engineer 2  
Engineer 3  
Engineer 4  
Field Technician  
GIS/CADD Specialist  
Human Health Risk Assessor 2  
Human Health Risk Assessor 3  
On-Site Inspector  
Project Manager  
Quality Assurance/Quality Control Officer  
Scientist 1  
Scientist 2

### Category B. Petroleum Only Environmental Services

The following personnel classifications will be utilized in Category B. Additional personnel classifications other than those listed below will not be accepted.

Engineer 1  
Engineer 2  
Engineer 3  
Field Technician  
GIS/CADD Specialist  
Project Manager  
Scientist 1  
Scientist 2

### Category C: Closed Landfill Program

The following personnel classifications will be utilized in Category C. Additional personnel classifications other than those listed below will not be accepted.

Engineer 1  
 Engineer 2  
 Engineer 3  
 Engineer 4  
 Field Technician  
 GIS/CADD Specialist  
 On-Site Inspector  
 Project Manager  
 Quality Assurance/Quality Control Officer  
 Scientist 1  
 Scientist 2

**10. CLASSIFICATIONS AND RATES**

Classifications are grouped in levels. Each level has an hourly rate. To qualify for a classification, you must have the education, experience and a majority of the qualifications as listed in the RFP, which is incorporated herein by reference. Classifications and hourly rates are as follows below in Rate Schedule 1 and 2:

**Rate Schedule 1**  
**Effective July 1, 2018 – June 30, 2020**

<b>Level One</b>	<b>Classifications</b>	<b>Hourly Rate</b>
	Engineer 1	\$78.09
	Field Technician	\$78.09
	GIS/CADD Specialist	\$78.09
	Scientist 1	\$78.09
<b>Level Two</b>	<b>Classifications</b>	<b>Hourly Rate</b>
	Ecological Risk Assessor 2	\$97.48
	Engineer 2	\$97.48
	Human Health Risk Assessor 2	\$97.48
	Quality Assurance/Quality Control Officer	\$97.48
	Scientist 2	\$97.48
<b>Level Three</b>	<b>Classifications</b>	<b>Hourly Rate</b>
	Ecological Risk Assessor 3	
	Engineer 3	\$137.52
	Human Health Risk Assessor 3	\$137.52
	On-Site Inspector	\$137.52
	Project Manager	\$137.52
<b>Level Four</b>	<b>Classifications</b>	<b>Hourly Rate</b>
	Engineer 4	\$205.97



**Rate Schedule 2**  
**Effective July 1, 2020 – June 30, 2023**

<b>Level One</b>	<b>Classifications</b>	<b>Hourly Rate</b>
	GIS/CADD Specialist	\$79.65
	Engineer 1	\$79.65
	Field Technician	\$79.65
	Scientist 1	\$79.65
<b>Level Two</b>	<b>Classifications</b>	<b>Hourly Rate</b>
	Ecological Risk Assessor 2	\$99.43
	Engineer 2	\$99.43
	Human Health Risk Assessor 2	\$99.43
	Quality Assurance/Quality Control Officer	\$99.43
	Scientist 2	\$99.43
<b>Level Three</b>	<b>Classifications</b>	<b>Hourly Rate</b>
	Ecological Risk Assessor 3	\$140.27
	Engineer 3	\$140.27
	Human Health Risk Assessor 3	\$140.27
	On-Site Inspector	\$140.27
	Project Manager	\$140.27
<b>Level Four</b>	<b>Classifications</b>	<b>Hourly Rate</b>
	Engineer 4	\$210.09

The Contactor will provide resumes to the State Contract Manager for review and approval before new staff can be added or begin work on a Work Order. New staff must meet the requirements in the RFP, which is incorporated herein by reference, of the personnel classification requested.

The Contractor will maintain and update a list of staff in matrix format that shows the personnel classifications and staff name. The State may request and the Contractor shall comply with any request that a member of the Contractor's staff be removed from working on State projects for unsafe practices, violations of Contract procedures, or other problems. The State will pay the appropriate salary costs for the task being done.

- 11. BACKGROUND CHECKS.** After Contract award and prior to the start of Contract work, the Contractor shall conduct background checks on all current and future employees that will perform the services required in the Contract. The background checks will be conducted through the State of Minnesota Bureau of Criminal Apprehension (BCA) and the Contractor shall also conduct its own check of any job applicant's work background. The State also reserves the right to request employee background checks be performed by the Contractor through the Federal Bureau of Investigation. All costs associated with any background checks conducted by the Contractor shall be the responsibility of Contractor.

The Contractor must review the results of these background checks, and the background checks must show any felony and gross misdemeanor convictions and any misdemeanors for which jail time may be imposed that disqualify the Contractor's employee from performing work on State property or in sensitive work areas.

If the completed background check on an individual employee shows an offense on their record, the Contractor must seek written approval from the State's Authorized Representative prior to allowing that individual to work under this Contract. The State reserves the right to decline any Contractor's employee with an offense on their record.

Before a Contractor's employee is allowed onsite to work, Contractor must certify to the State that it has a printed copy of the required background check on file and will keep it and other information on file and available for a minimum of six years for audit by the State. If requested, the results of the background checks shall be provided to the State.

## 12. REPORTING REQUIREMENTS

**Progress Reports:** The Contractor shall submit progress reports monthly or on an as needed basis determined by the State's Project Manager for the appropriate Work Order for each assigned project. This requirement shall be part of the workplan.

**Usage Reports:** The Contractor is required to submit Usage Reports. Usage Reports are a non-billable task required under the Master Contract. Usage Reports are due every year, no later than November 1, for the previous twelve month period of July 1 through June 30. Usage Reports are to be sent in writing or electronically to the MPCA's Contract Manager.

The Usage Report must include the following information:

- a. Contractor's Name
- b. Customer Name (MPCA, MDA)
- c. Project Name
- d. Work Order Number (if applicable) and SWIFT Purchase Order Number
- e. Total Dollars by Work Order by Project for All Expenditures
- f. Total Dollars Received by the MPCA Multi Site Contractor
- g. Subcontractor's Name, Dollars Received, and Type of Service (by Work Order and per project)
- h. Total Dollars Received During the Reporting Period by all Subcontractors
- i. State Contractor's Name, Dollars Received, and Type of Service (by Work Order and per project)
- j. For the report ending June 30, the total amount received for the entire fiscal year (July 1 – June 30) and yearly totals for each Work Order and each Subcontractor per Work Order
- k. For the Environmental Products and Services portion of the Report, list products the Contractor is using or steps it is taking that are environmentally responsible (i.e. identify if the Contractor uses an E-85 vehicle and E-85 gas, or products made of recycled material)

The MPCA will provide a form to submit the above information as required.

**Equipment Report:** The Contractor shall submit Equipment Reports for State-owned equipment. Equipment Reports are a non-billable task required under the Master Contract. Reports are due every six months. Reports are due on March 1 for the previous six month period of July 1 through December 31 and on November 1 for the previous six month period of January 1 through June 30. Reports shall be sent electronically to the MPCA Contract Manager.

The Equipment Report shall include the following information:

- a. Contractor Name
- b. Item Description and Quantity
- c. Purchase Date and Price
- d. Make, Model, and Serial Identification Number of the Item
- e. State Asset Number (items over \$5,000)
- f. Storage Location
- g. Work Order or Purchase Order Number
- h. Site Name

When State-owned equipment is lost or stolen, the Contractor must report the loss or theft to the MPCA Contract Manager within 24 hours.

### 13. SUBCONTRACTING

MPCA Contractors may subcontract tasks within the scope of this Master Contract and construction tasks assigned to it under this Master Contract as specified in the MPCA Contractor and Subcontracting Purchasing Manual which is incorporated by reference. The MPCA Contractor shall follow the MPCA Contractor/Subcontractor Purchasing Manual to subcontract services. The MPCA reserves the right to reject or accept Subcontractors as defined in the current MPCA Contractor/Subcontractor Purchasing Manual available at the MPCA website:

<https://www.pca.state.mn.us/about-mpca/contractor-and-subcontracting-guidance>. The State reserves the right to update said instructions at any point. Once the State has posted revised instructions, the Contractor is required to implement all changes based on the revision date of the MPCA Contractor and Subcontracting Purchasing Manual

**All construction activities must be subcontracted.** The Contractor must not subcontract over \$50,000. MDA is not authorized to use the MPCA Contractor and Subcontracting Purchasing Manual.

If MPCA Contractors decides to fulfill its obligations and duties under this Master Contract through a Subcontractor, to be paid for by funds received under this Contract, the Contractor shall not execute a contract with the Subcontractor or otherwise enter into a binding agreement until it has first received written approval from the State's Authorized Representative. All subcontracts shall reference this Master Contract and require the Subcontractor to comply with all of the terms and conditions of this Master Contract. The Contractor shall be responsible for the satisfactory and timely completion of all work required under any subcontract and the Contractor shall be responsible for payment of all subcontracts.

**Professional / Technical Services: Professional / Technical services cannot be subcontracted under this Master Contract.**

### 14. PREVAILING WAGE

The Contractor shall follow the MPCA Contractor and Subcontracting Purchasing Manual in regards to subcontracting construction activities. Any work on real property which uses the skill sets of any trades covered by Labor Code and Class under prevailing wages is construction and requires prevailing wages must be attached to the bid solicitation. For more information see <http://www.doli.State.mn.us/LS/PrevWage.asp> for the list of affected trades.

### 15. CONTRACTOR / SUBCONTRACTOR RESPONSIBILITIES

The Contractor is responsible for all work assigned to the Contractor under this Master Contract whether the work is actually performed by the Contractor or a Subcontractor. The State considers the Contractor to be the sole point of contact with regard to matters governed by this Contract, including payment of any and all charges resulting from this Master Contract. The Contractor is responsible for ensuring that the Subcontractor complies with all provisions of this Master Contract. The Contractor shall not utilize the services of any firms that have been debarred or suspended under Federal Regulation, 40 CFR Part 32. The MPCA will reject or accept Subcontractors as provided in the MPCA Contractor and Subcontracting Purchasing Manual: <https://www.pca.state.mn.us/about-mpca/contractor-and-subcontracting-guidance>

The use of temporary staff services must be authorized by the State's Contract Manager prior to use.

In the event the Contractor fails to make timely payments to a Subcontractor, the State may, at its sole option and discretion, pay a Subcontractor any amounts due from the Contractor for work performed under the Master Contract and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a Subcontractor, the State shall provide the Contractor written notice that payment will be made directly to a Subcontractor. If there are no remaining outstanding payments to the Contractor, the State shall not have obligation to pay or be responsible for the payment of money to a Subcontractor except as may otherwise be required by law.

The MPCA Contractor is the oversight Contractor and will provide direction to the State Contractor and Subcontractor. The MPCA Contractor is responsible for informing the MPCA Contract Manager or State's Project Manager in regards to non-performance by a State Contractor.

#### **16. WORKPLANS:**

The workplan shall set forth the tasks the Contractor proposes to perform, a time schedule, and workplan budget. Upon request by the State Project Manager, the Contractor is required to submit Workplans for Work Orders. The Workplan shall be submitted to the requesting State Project Manager for review and approval within the time period prescribed by the State.

The State and the Contractor may negotiate changes to the Workplan prior to issuing the Work Order. The Workplan, once approved by the State, becomes an integral part of the resulting Work Order.

Billable hours and expenses must not exceed the State's approved Workplan amounts. The total labor amount of staff classifications shall not exceed the approved labor amount on the Workplan per task. Only the preapproved staff classifications shall be used and the task must be completed by the appropriate level of staff classification.

Additional personnel classifications will not be permitted.

Classifications may be substituted within a level upon approval by the MPCA Project Manager. If a substitute is outside of the level, the change must be approved prior to any work being done by that classification through either a change order or amendment. Additional personnel classifications shall not be utilized.

Any hours charged to a classification not approved under this Master Contract, or on the budget submitted with the Workplan, will not be considered for payment.

The State may solicit Workplans from multiple Contractors and shall base Contractor selection on the factors set forth in Section 15, Work Orders.

The State shall not pay for the preparation of Workplans or any other work conducted by the Contractor prior to issuance of a Work Order, including time for reviewing files and meeting with State staff. However, when substantial file review is required and/or an extensive Workplan is required, the State may agree to pay for the Workplan preparation.

#### **17. WORK ORDERS**

A Work Order is a contract document that is signed by the State's Authorized Representative, the Contractor's Authorized Representative, and if applicable the Department of Administration, requiring the Contractor to perform tasks pursuant to this Master Contract. Each Work Order shall become an integral and enforceable part of the Master Contract once executed by the State. The Workplan, Budget and Timeline must be attached to the Work Order.

Work Orders may be amended by a Change Order or a Work Order Amendment as described in this Master Contract.

Work Orders shall be issued under this Master Contract at the State's discretion. Whether or not a Work Order is issued shall be based on: the Contractor's performance on previous Work Orders; potential or actual conflicts of interest; availability of staff; the need for specialized skill or experience; or other factors as determined by the State's Authorized Representative.

The Contractor shall not begin work under this Master Contract until the Contractor has received an executed Work Order from the State's Authorized Representative.

A Work Order may be issued under this Master Contract with the State's prior approval utilizing funds other than the funds available from the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Minnesota Environmental Response Liability Act (MERLA), and the Minnesota Petroleum Tank Release Cleanup Account (Petrofund). The State's Authorized Representative has sole discretion regarding when this option is available.

The State fiscal year ends June 30 of each year. All Work Orders written within a fiscal year must end June 30 of that year. Should work need to continue beyond June 30, a new Work Order beginning July 1 will be required.

#### **18. CHANGE ORDERS:**

If the State's Project Manager or the Contractor's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not alter the overall scope of the Project, increase or decrease the overall amount of the Work Order, or cause an extension of the term of the Work Order. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Contractor's Authorized Representative in advance of doing the work. Documented changes will then become an integral and enforceable part of the Work Order. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

#### **19. WORK ORDER AMENDMENTS**

Except for changes made by Change Orders described in Clause 18, Change Orders, of this Master Contract, all other changes to the Workplan established in a Work Order shall be made by a Work Order Amendment, signed by the State's Authorized Representative, the Contractor's Authorized Representative, and the Department of Administration Authorized Representative.

A Work Order Amendment may be initiated by the State or by the Contractor. Under no circumstances shall the Contractor proceed with work beyond the work authorized by a Work Order unless a Change Order or a Work Order Amendment has been approved by the State. Each Work Order Amendment shall become an integral and enforceable part of the Master Contract once executed by the State. Changes in Work Order end dates must be processed through a Work Order Amendment.

A revised Workplan must be attached to the Work Order Amendment. All Work Order Amendment amounts shall not exceed 10% of the cost established in the original Work Order or \$50,000.00, whichever is less, of the overall Work Order, cumulatively.

#### **20. STOP WORK ORDERS**

The State's Contract Manager, State's Project Manager, or the State's Authorized Representative may issue a Stop Work Order if it is determined, for any reason, work authorized under a Work Order shall stop. A Stop Work Order may be verbal, but shall be confirmed in writing by the State. The Contractor shall immediately comply with the terms of the Stop Work Order, which may include steps to leave the site in a safe condition.

The Contractor shall be paid for costs properly invoiced for all work satisfactorily completed up to the date of the Stop Work Order. Costs incurred by the Contractor as a result of the issuance of a Stop Work Order shall be paid by the State through a Work Order Amendment.

#### **21. STATE'S AUTHORIZED REPRESENTATIVES**

The State's Authorized Representative has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Master Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

- The MPCA's Authorized Representatives for this Master Contract are: **name and contact information** 520 Lafayette Road North, Saint Paul, Minnesota 55155, or any other person the Commissioner of the MPCA designates in writing to the Contractor. The MPCA's Project Manager shall be designated in writing by the State before the Contractor begins work on a Work Order and may be changed by written notice to the Contractor.
- The MDA's Authorized Representative is **name and contact information** 625 Robert Street North, Saint Paul, Minnesota 55155, or any other person the Commissioner of the MDA designates in writing to the Contractor. The MDA's Project Manager shall be designated in writing by the State before the Contractor begins work on a Work Order and may be changed by written notice to the Contractor.

## 22. CONTRACTOR'S AUTHORIZED REPRESENTATIVES

The Contractor's Authorized Representative are **name and contact information**, and is authorized to sign Contracts and accept Work Orders from the State on behalf of the Contractor. If the Contractor's Authorized Representative changes at any time during this Master Contract, the Contractor must immediately notify the State.

The Contractor's Authorized Representative may designate alternative or additional representatives by written notice to the State's Authorized Representative.

## 23. CONFLICTS CHECK

Prior to beginning any work on a project, the Contractor shall determine whether it has any actual or potential conflict of interest in working on the project. If the Contractor determines it has no conflict of interest, it shall provide to the State the following certification within five (5) business days of receiving the first Work Order from the State per site and prior to beginning any work under the Work Order.

*[To the best of the [name of Contractor]'s knowledge, no conflict of interest would be created by this firm's performance of work for the State at this site. To the best of the firm's knowledge, no relationship exists between this firm, its parent companies, affiliates, Subcontractors and subsidiaries, or any potentially responsible persons involved with the work described in this Workplan, except [disclose any relationship the Contractor has that does not rise to the level of a conflict of interest].*

If the State determines that there is an actual or potential conflict of interest, the State may revoke any previously issued related Work Order. In the event that a conflict is discovered after the Contractor has begun work under the Work Order, the Contractor shall immediately notify the State's Project Manager in writing with a copy sent to State's Contract Manager, and cease work on the project until the conflict is resolved. The cost of demobilization because of a conflict shall be paid by the State unless the State's Authorized Representative finds that the Contractor should have previously discovered the conflict. The Contractor shall not conduct work for any other party on projects for which the Contractor has accepted a State project assignment unless specifically authorized to do so by the State's Authorized Representative.

## 24. CONTRACT RELATIONS

The Contractor shall cooperate and coordinate with other State Contractors and shall ensure all subcontractors cooperate and coordinate with other State Contractors. The Contractor and Subcontractor shall use their company's personnel assigned to the Master Contract in the Response to the RFP, which is incorporated herein by reference, or as subsequently approved by the State.

Communication among the Contractors shall be as efficient as possible. The State's use of this Master Contract must be easy and efficient, with no extra administrative burden for the State.

## **25. CONTRACTOR MEETINGS AND TRAINING**

The Contractor shall meet with the State's representatives to discuss matters relevant to this Master Contract and the work assigned to the Contractor, upon request of the State Contract Manager, State's Project Manager and/or the State's Authorized Representative. The State's Contract Manager, State's Project Manager and/or the State's Authorized Representative shall meet with the Contractor upon the Contractor's request to discuss matters relevant to this Contract and projects assigned to the Contractor under this Master Contract. The State shall pay for meeting time only for project specific meetings. The State shall not pay for time for Master Contract status meetings or other meetings requested by the State's Authorized Representative.

The Contractor must attend training required by the State.

## **26. SITE ACCESS**

The Contractor shall be responsible for checking property ownership and obtaining access to property needed to accomplish work assigned under this Master Contract unless otherwise notified by the State's Project Manager. However, if, after making reasonable efforts, the Contractor cannot obtain access to the site, the Contractor shall seek assistance from the State's Project Manager. The State will not pay for access to property, but it shall make other reasonable efforts to gain access to the Site. The Contractor shall use the forms provided by the State for obtaining access.

## **27. PERMITS AND LICENSES**

The Contractor shall obtain and maintain all patents, licenses, permits, authorizations, or any other documents required by federal, State, or local governments, patent holders, or other authorities, that are needed for work the Contractor shall perform pursuant to this Master Contract. With limited exception, the State will not pay patent, permit, license, authorization, or other fees, but shall provide reasonable assistance to the Contractor in obtaining such patents, permits, licenses, authorizations, or other documents.

## **28. GENERAL HEALTH AND SAFETY**

The Contractor shall ensure that its personnel assigned under this Master Contract, and the personnel of the State Contractor and all Subcontractors have received the appropriate level of health and safety training as specified by all applicable laws. The Contractor shall be responsible for the health and safety of its employees, and the employees of the State Contractor, and all Subcontractors in connection with the work performed under this Master Contract. The Contractor must have a copy of the project specific Health and Safety Plan available upon request at the project site. Site Security Plans will be developed as needed.

The Contractor is responsible to assure the Contractor, Subcontractor, and the State Contractor follow the Contractor's Health and Safety Plan. The Contractor must notify the State Project Manager in regards to non-performance or health and safety conditions.

## **29. SITE SECURITY PLAN**

After award of a Work Order the Contractor shall prepare a site specific Health and Safety Plan (HASP) that complies with all applicable State and federal laws and regulations.

The Contractor shall submit a copy of the Contractor's HASP and SSP to the State's Project Manager, for review only. MPCA staff shall comply with the provisions of the Contractor's HASP and SSP when on-site. The Contractor's HASP and SSP shall not place more stringent requirements on MPCA staff than on the Contractor's employees. The Contractor must have a copy of the HASP and SSP available upon request at the project site.

Site Safety Conditions: The Contractor shall have authority to restrict from the project site anyone not complying with the Contractor's HASP and SSP. Any person so restricted from the project site shall be allowed to return to the project site after meeting all provisions of the Contractor's HASP and SSP. The Contractor must notify the MPCA Project Manager regarding non-compliance with the HASP or SSP.

The Contractor shall hold regular safety meetings. State staff may attend when appropriate. The topic of the meetings shall specifically involve safety and attendees shall, at a minimum, discuss safety problems and requirements related to the project.

The Contractor shall not be required to supply personal protective equipment or monitoring equipment for any persons other than Contractor's employees. However, the Contractor shall make available its decontamination facilities to those persons who reasonably require access to the work site, including Subcontractors, State, and other regulatory authorities. The Contractor shall be solely responsible for ensuring compliance by all persons with Contractor's HASP. However, the Contractor shall not unreasonably restrict State access to the site. If the State requests the right to observe work and State staff are denied access because of noncompliance with the Contractor's Health and Safety Program, the Contractor shall not proceed with the work until the State may observe the work.

### **30. SITE STABILIZATION**

If the Contractor becomes aware that a site assigned to the Contractor requires immediate corrective action to stabilize the site to prevent further damage to the environment or to remove a threat to public health or welfare, the Contractor shall immediately notify the State's Authorized Representative or State's Project Manager of the situation. If authorized by the State's Authorized Representative or State's Project Manager, the Contractor shall take appropriate measures to stabilize the site.

### **31. WASTE REMOVAL AND WELL OWNERSHIP**

The Contractor shall manage all hazardous and non-hazardous wastes according to applicable local, State and federal laws. The Contractor shall recommend to the State the means of disposal of hazardous waste. In the event the Contractor is required to manage hazardous wastes, the State's Project Manager shall obtain an U.S. Environmental Protection Agency (EPA) hazardous waste identification number to identify the State as generator of the waste. The Contractor is not responsible for the long term maintenance and proper abandonment of wells installed pursuant to this Master Contract unless the Contractor is directed to do so by a Work Order.

### **32. BROWNFIELD SITE-SPECIFIC STANDARDS AND PRACTICES**

Contractor working on Brownfield site-specific activities must meet interim standards and practices established in EPA's proposed All Appropriate Rule, and the standards and practices contained in EPA's All Appropriate Rule when promulgated: <http://www.epa.gov/brownfields/aai/index.htm>

### **33. STATE AUDITS**

Under Minn. Stat. § 16C.05, Subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Work Order 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.

### **34. ASSIGNMENT, AMENDMENTS, WAIVER, AND MASTER CONTRACT COMPLETE**

- 34.1 Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this Master 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.
- 34.2 Amendments.** Any amendment to this Master 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 Master Contract, or their successors in office.
- 34.3 Waiver.** If the State fails to enforce any provision of this Master Contract or any Work Order, that failure does not waive the provision or its right to enforce it.
- 34.4 Contract complete.** This Master Contract and any Work Order contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Master Contract or Work Order, whether written or oral, may be used to bind either party.



### 35. CANCELLATION / TERMINATION, CONTINUITY OF SERVICES

**Termination by the State:** The State or Commissioner of Administration may cancel this Master Contract and any Work Orders at any time, with or without cause, upon thirty (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.

In the event this Master Contract is cancelled or expires, the Contractor shall provide phase-in phase-out (PIPO) training if required to do so by a Work Order. The PIPO services shall be provided to enable the State or another Contractor to continue, extend, or expand the work to be performed by the Contractor. The PIPO training may include conducting a training program and establishing dates for transfer of responsibility to new personnel. During the PIPO period, the Contractor shall provide sufficient experienced personnel to allow the work governed by this Master Contract to proceed without a loss of efficiency. The Contractor shall also provide the State with copies of computer models, data tapes, and other records developed under this Master Contract, and ensure training is provided on the use of these materials. The Contractor shall be reimbursed for its PIPO costs at the rates specified in the attached fee schedule.

**Termination for Insufficient Funding:** The State may immediately terminate this Master Contract and any Work Order 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 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.

### 36. INDEMNIFICATION

In the performance of this Contract by Contractor, or Contractor's agents or employees, or Subcontractors, 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:

- a) Intentional, willful, or negligent acts or omissions; or
- b) Actions that give rise to strict liability; or
- c) 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.

### 37. LIABILITY

#### **Liability under MERLA**

- A. When performing work under the Contract for the State when the State is acting pursuant to Minn. Stat. § 115B.17 of the Minnesota Environmental Response and Liability Act (MERLA), the Contractor that is not otherwise responsible for a release or threatened release of hazardous substances or pollutants or contaminants is considered to be a Contractor that is performing response actions in accordance with a plan approved by the Commissioner, for purposes of Minn. Stat. §115B.03, Subd. 10.
- B. When performing work under the Contract for the State when the State is acting:
  - i. pursuant to Minn. Stat. § 115B.17 of MERLA, or
  - ii. in accordance with the National Oil and Hazardous Substances Pollution Contingency Plan (40 CFR 300), promulgated by the U.S. Environmental Protection Agency (EPA) pursuant to 42 U.S.C. § 9605 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) with respect to any release or threatened release of a hazardous substance, the Contractor is considered to be engaged in acts taken or omitted in preparation for, or in the course of rendering care, assistance and advice to the Commissioner or the Agency for purposes of Minn. Stat. § 115B.04, Subd. 11, and, in the event a third

party claims injury or damages resulting from acts or omissions arising from performance of the Contract, the defense provided under Minn. Stat. §115B.04, subd. 11, is intended, but not warranted by the State, to be available to the Contractor and the State as a defense to MERLA liability claims. The provisions of the Liability under MERLA paragraphs are intended, but not warranted by the State, to include subcontractors approved by the State.

#### **Liability under CERCLA**

To the extent that the Contractor meets the definition of a “response action contractor” under 42 U.S.C. § 9619(e) of CERCLA, it is intended, but not warranted by the State, that the Contractor be exempt from liability under CERCLA or other federal law as is provided in 42 U.S.C. § 9619. Furthermore, 42 U.S.C. § 9619 provides the President with discretionary authority to indemnify response action contractors for releases of hazardous substances or pollutants or contaminants arising out of negligence in the course of Superfund work. No indemnification by the State is created by the Contract. The term “response action contractor” is intended, but not warranted by the State, to include subcontractors approved by the State. Nothing in this Part is intended to be construed as a waiver by the State of the Tort Claims Act, Minn. Stat. §3.736, or any other law, legislative or judicial, limiting government liability. The duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

### **38. INSURANCE**

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Master Contract. Contractor shall not commence work under the Master Contract until they have obtained all the insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the Master Contract.

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 Master Contract.

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

**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 and coverages are as follows:

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

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

Waiver of Subrogation in favor of the State of Minnesota

If Minn. Stat. § 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 Master 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.

**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 Master 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:

- a. Minimum Limits of Liability:
  - i. \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage
- b. In addition, the following coverages should be included:
  - i. Owned, Hired, and Non-owned Automobile
  - ii. CA9948 Endorsement – Pollution Liability – Broadened
  - iii. MCS90 Endorsement

**(NOTE: CA9948 and MCS90 Endorsement is required if service includes the transport of pollutants. Refer to MPCA Contractor and Subcontracting Purchasing Manual.)**

**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 Master 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:

- a. Minimum Limits of Liability:
  - i. \$2,000,000 – Per Occurrence
  - ii. \$2,000,000 – Annual Aggregate
  - iii. \$2,000,000 – Annual Aggregate – Products/Completed Operations
- b. The following coverages shall be included:
  - i. Premises and Operations Bodily Injury and Property Damage
  - ii. Personal & Advertising Injury
  - iii. Blanket Contractual Liability
  - iv. Products and Completed Operations Liability (If applicable)
  - v. State of Minnesota named as Additional Insured
  - vi. Waiver of subrogation in favor of the State of Minnesota

**Pollution Liability Insurance:** Contractor's Pollution Liability (or equivalent pollution liability coverage endorsed on another form of liability coverage, such as general liability or professional errors and omissions policy).

- a. Minimum Limits of Liability:
  - i. \$2,000,000 – Per Claim
  - ii. \$2,000,000 – Annual Aggregate
- b. Coverages:
  - i. Policy will include Non-Owned Disposal Site Pollution Liability.
  - ii. Policy will not contain a lead exclusion.
  - iii. Owner named as an Additional Insured.
  - iv. . Waiver of subrogation in favor of the State of Minnesota

**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 Master 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 Master 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.

**Builder's Risk Insurance:** The Contractor shall be responsible for providing and maintaining "All Risk" or equivalent Builder's Risk policy insuring the interest of the State, Contractor, and any tier of Subcontractor or the Contractor shall be responsible for requiring that their Subcontractor provide and maintain Builder's Risk policy insuring the interest of the State, Contractor, and any tier of Subcontractor. Coverage on an "All Risk" or equivalent basis shall include the perils of flood, earthquake and pollution cleanup expense. Builder's Risk limit of liability shall be equal to the construction cost. Any deductible shall be the sole responsibility of the Contractor and shall not exceed \$10,000 without the written approval of the State.

1. The Builder's Risk policy will cover all materials, supplies and equipment that are intended for construction and specific installation in the project while such materials, supplies and equipment are located at the project site, in transit and while temporarily located away from the project site for the purpose of repair, adjustment or storage at the risk of one of the insured parties.
2. Any property not covered by the Builder's Risk policy, such as the Contractor's or any tier of Subcontractor's licensed motor vehicles or personal property, including job trailers, machinery, tools, equipment and property of a similar nature not destined to become a part of the project, shall be the responsibility of the Contractor or Subcontractor at any tier, and such person or organization may self-insure or provide other insurance at its option for the same.
3. **Waiver of Liability.** Absent State or Architect sole negligence or breach of specific Contractual duty specifically and logically related to the damage or loss, the State or Architect will not be responsible for loss or damage to property of any kind owned, borrowed, rented or leased by the Contractor, Subcontractors of all tiers and/or the Contractor's/Subcontractors employees, servants or agents.
4. **Waivers of Subrogation.** The State and Contractor waive all rights against (1) each other and any of their Subcontractors of all tiers and (2) the Architect, and the Architect's Subcontractors of all tiers for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the provisions of paragraph 31.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the State or Contractor as fiduciary. The State or Contractor, as appropriate, shall require of the Architect, and the Architect's Subcontractors of all tiers, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
5. All losses and claims shall be immediately reported to the Contractor, State and applicable insurance carrier, under loss notice procedures as directed by the Contractor.

6. Any loss insured under Section 31.3 is to be adjusted with the Contractor and made payable to the Contractor as trustee for all insured parties, as their interests may appear, subject to the requirements of any applicable mortgage clause. The Contractor shall pay the State a just share of any insurance moneys received, and by appropriate agreement, written where legally required for validity, shall require the Contractor to make just share payments to the Subcontractors and lower tiered Sub-Subcontractors in similar manner.
7. Partial occupancy or use shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise.
8. **Boiler and Machinery Insurance.** The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the State; this insurance shall include interests of the States, Contractor, Subcontractors and Sub-Subcontractors in the Work, and the State and Contractor shall be named insureds.

**Loss of Use Insurance.** The State, at the State's option, may purchase and maintain such insurance as will insure the State against loss of use of the State's property due to fire or other hazards,

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 Master 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 Master Contract related insurance premiums and deductibles;
  - If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
  - Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
  - Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
  - An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Master Contract.
- D. The State reserves the right to immediately terminate the Master 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 Contractor is required to submit Certificates of Insurance acceptable to the State of Minnesota as evidence of insurance coverage requirements prior to commencing work under the Master Contract.

Further, the Contractor certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 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.

### **39. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY**

**39.1 Government data practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under any Work Order and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under the Work Order. The civil remedies of Minn. Stat. § 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.

### **39.2 (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 Orders*. 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. 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. 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. 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 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, agents, and Subcontractors, in the performance of the Work Order, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's 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 24, 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.

#### **40. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

Federal money will be used or may potentially be used to pay for all or part of the work under the Master Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Master Contract award was based.

#### **41. PUBLICITY AND ENDORSEMENT**

**41.1 Publicity.** Any publicity regarding the subject matter of a Work Order 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. During State contracted work, the Contractor shall defer all interviews and requests for information from the media, private citizens or public officials to the State unless the State specifically requests the Contractor to handle such requests.

**39.2 Endorsement.** The Contractor must not claim that the State endorses its products or services

#### **42. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law, without regard to its choice-of-law provisions, governs this Master Contract and all Work Orders. Venue for all legal proceedings out of this Master Contract and/or any Work Order, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **43. DATA DISCLOSURE**

Under Minn. Stat. § 270C.65, Subd. 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.

#### **44. NON-DISCRIMINATION (IN ACCORDANCE WITH MINN. STAT. § 181.59)**

The Contractor will comply with the provisions of Minn. Stat. § 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 Master 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 Master Contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Master Contract.

#### **45. STANDARD OF WORK**

The Contractor shall comply with the terms of this Master Contract and Work Orders, Change Orders, Work Order Amendments, and Stop Work Orders from the State. The State shall not approve, and no payment shall be made for, work that does not meet these standards. The State reserves the right to request that any data deliverables improperly formatted be corrected before the submittal will be accepted. Any extra expenses incurred due to such edits will be the Contractor's responsibility.

Unless the Force Majeure clause applies, failure to meet such deadline dates shall be a basis for a determination by the State's Authorized Representative that the Contractor has not complied with the terms of the Master Contract.

#### **46. FORCE MAJEURE**

Failure to meet time lines established in Work Orders, Change Orders, Work Order Amendments, and Stop Work Orders when caused by acts of God, war, strike, riot or other catastrophe or by acts or omissions of the State or the State's Authorized Representative, or by other reasons beyond the reasonable control of the Contractor, which are not due to negligence or lack of diligence on the Contractor's part, and which occur despite the Contractor's good faith efforts to meet the time lines, shall not be considered to be noncompliance with the Master Contract if the Contractor promptly notifies the State's Authorized Representative of the failure to meet the time lines and the reasons therefore and takes all necessary steps to bring about compliance as soon as practicable.

The Contractor shall have the burden of proof that the failure to meet the schedule was caused by events beyond the reasonable control of the Contractor which could not have been overcome by due diligence. In the event of such interruptions or delays, the date for completion of the Work Order shall be extended for a period of time equal to that of the interruption or delay.

#### **47. PERFORMANCE DEADLINES**

The Contractor must comply with all of the time requirements described in this Master Contract. In addition to any other remedy authorized by this Master Contract, the State may elect to invoke the liquidated damages remedy provided in this part.

If the Contractor misses a deadline, and if the Force Majeure clause does not apply, the State's Authorized Representative shall send the Contractor a written notice that a deadline has been missed and that in no sooner than ten (10) days a second written notice shall be sent. No sooner than ten (10) days after the initial written notice, unless the matter has been resolved, the State's Authorized Representative shall send the Contractor a second written notice stating that liquidated damages pursuant to this Master Contract shall begin to accrue twenty (20) days after receipt of the second notice. If pursuant to the Change Order clause or the Work Order Amendments clause of this Master Contract a request for extension has been received and if the State considers the extension request reasonable and the delay does not substantially affect the public interest, the State shall issue a Change Order or Work Order Amendment with the new deadline. If the State considers the request unreasonable, or if a delay would substantially affect the public interest, the State shall not extend the performance deadline.

The Contractor shall pay the State liquidated damages in the amount of \$3,000, or 5% of the budget amount authorized in the Work Orders from the State, whichever is less, per week beginning twenty (20) days after the Contractor receives a second written notice of the deadline violation and ending when the performance is complete. The State may also deduct the liquidated damages from its payments to the Contractor under this Master Contract.

#### **48. USE OF STATE CONTRACTS**

Contractors and Subcontractors may provide oversight to State Contractors as appropriate, or the State may directly use the State Contractors.

#### **49. FOREIGN OUTSOURCING**



Contractor agrees all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

## 50. AFFIRMATIVE ACTION

### **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.

**50.1 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 Minn. Stat. § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 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.

**50.2 Minn. Stat. § 363A.36.** Minn. Stat. § 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.

### **50.3 Minnesota Rule Parts 5000.3400-5000.3600.**

- A. *General.* Minnesota Rule Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a 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 Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  4. The 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

Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- 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 Master Contract by the Commissioner or the State.
- D. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

#### **51. TESTIMONY**

If requested by the State's Authorized Representative, the Contractor agrees to testify at any State, federal, judicial or administrative proceeding brought by federal or State agencies or by a political subdivision of the State in which the work performed under this Master Contract is relevant. The Contractor agrees to meet and cooperate with the State's legal counsel as necessary to prepare for such testimony, and if so requested by the State's Authorized Agent, the Contractor shall prepare written testimony, graphs, diagrams or other visual aids to be used by the State in the proceeding(s). The Contractor shall be reimbursed at the rates for participation in State or federal judicial or administrative proceedings as specified in the Classifications and Rates.

#### **52. ANTITRUST**

The Contractor shall assign to the State any and all claims for overcharges as to goods or services provided in connection with this Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State.

#### **53. E-VERIFY CERTIFICATION (IN ACCORDANCE WITH MINN. STAT. §16C.075)**

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

#### **54. Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**

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

**[Signatures as required by the State]**

**Attachment D:  
Affidavit of Noncollusion**

**ATTACHMENT D**

**STATE OF MINNESOTA  
AFFIDAVIT OF NONCOLLUSION**

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the Remediation Master Contract 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 Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: Barr Engineering Co.

Authorized Representative (Please Print) Dan Fetter, PE, Vice President

Authorized Signature: *Dan Fetter*

Date: April 10, 2018

Subscribed and sworn to me this 10<sup>th</sup> day of April, 2018

Notary Public Signature: *Susan C Nelson*

My commission expires: 1/31/2020





**Attachment E:  
Affirmative Action  
Certification of Compliance**

**ATTACHMENT E**  
**STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION**  
Required by state law for ALL bids or proposals that could exceed \$100,000

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

**BOX A – MINNESOTA COMPANIES** that have employed more than 40 full-time employees within this state on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on \_\_\_\_\_ (date).

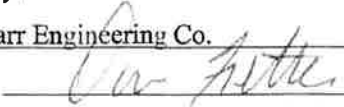
**BOX B – NON-MINNESOTA COMPANIES** that have employed more than 40 full-time employees on a single working day during the previous 12 months in the state where it has its primary place of business, check one option below:

- Attached is our current Workforce Certificate issued by MDHR.
- We certify we are in compliance with federal affirmative action requirements. Upon notification of contract award, you must send your federal or municipal certificate to MDHR at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us). If you are unable to send either certificate, MDHR may contact you to request evidence of federal compliance. The inability to provide sufficient documentation may prohibit contract execution.

**BOX C – EXEMPT COMPANIES** that have not employed more than 40 full-time employees on a single working day in any state during the previous 12 months, check option below if applicable:

- We attest we are exempt. If our company is awarded a contract, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

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

Name of Company: Barr Engineering Co. Date April 10, 2018  
Authorized Signature:  Telephone number: 952-832-2741  
Printed Name: Dan Fetter, PE Title: Vice President

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

Minnesota Department of Human Rights, Compliance Services

Web: <http://mn.gov/mdhr/>

TC Metro: 651-539-1095

Toll Free: 800-657-3704

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

TTY: 651-296-1283

**WORKFORCE**  
**CERTIFICATE OF COMPLIANCE**

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

Certificate start date: **3/12/2018**

Certificate expiration date: **3/11/2022**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**



Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER



**Attachment F:  
Certification Regarding Lobbying**



## ATTACHMENT 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.

Barr Engineering Co.  
Organization Name

Dan Fetter, PE, Vice President  
Name and Title of Official Signing for Organization

By:   
Signature of Official

April 10, 2018  
Date



**Attachment G:  
Equal Pay Certificate**

## ATTACHMENT G

### State of Minnesota – Equal Pay Certificate

If your response could be in excess of \$500,000, please complete and submit this form with your submission. **It is your sole responsibility to provide the information requested and when necessary to obtain an Equal Pay Certificate (Equal Pay Certificate) from the Minnesota Department of Human Rights (MDHR) prior to contract execution. You must supply this document with your submission.** Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800-627-3529 (MN Relay) or at [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

**Option A** – If you have employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the applicable box below:

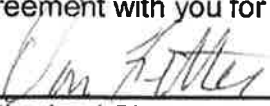
- Attached is our current MDHR Equal Pay Certificate.
- Attached is MDHR's confirmation of our Equal Pay Certificate application.

**Option B** – If you have not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where you have your primary place of business, please check the box below.

- We are exempt. We agree that if we are selected we will submit to MDHR within five (5) business days of final contract execution, the names of our employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

The State of Minnesota reserves the right to request additional information from you. **If you are unable to check any of the preceding boxes, please contact MDHR to avoid a determination that a contract with your organization cannot be executed.**

Your signature certifies that you are authorized to make the representations, the information provided is accurate, the State of Minnesota can rely upon the information provided, and the State of Minnesota may take action to suspend or revoke any agreement with you for any false information provided.

	Dan Fetter, PE	Vice President
Authorized Signature	Printed Name	Title
Barr Engineering Co.	947-1636 (MN) / 41-0905995 (FED)	April 10, 2018
Organization	MN/FED Tax ID#	Date
Minnesota Pollution Control Agency	R3201-2000008034	
Issuing Entity	Project # or Lease Address	



Minnesota Department of  
HUMAN RIGHTS

## CERTIFICATE OF EQUAL PAY

**BARR ENGINEERING CO is hereby awarded a Certificate of Equal Pay by the Minnesota Department of Human Rights. This certificate is valid from December 31, 2014 to December 30, 2018.**

This certification is subject to revocation or suspension prior to its expiration if the Department issues a finding of noncompliance.

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

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

Kevin M. Lindsey, Commissioner

AN EQUAL OPPORTUNITY EMPLOYER



**Attachment H:  
Resident Vendor Form**

**ATTACHMENT H**  
**STATE OF MINNESOTA**  
**RESIDENT VENDOR FORM**

In accordance with Laws of Minnesota 2013, Chapter 142, Article 3, Section 16, amending Minn. Stat. § 16C.02, subd. 13, a "Resident Vendor" means a person, firm, or corporation that:

- (1) is authorized to conduct business in the state of Minnesota on the date a solicitation for a contract is first advertised or announced. It includes a foreign corporation duly authorized to engage in business in Minnesota;
- (2) has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought;
- (3) has a business address in the state; and
- (4) has affirmatively claimed that status in the bid or proposal submission.

To receive recognition as a Minnesota Resident Vendor ("Resident Vendor"), your company must meet each element of the statutory definition above by the solicitation opening date and time. If you wish to affirmatively claim Resident Vendor status, you should do so by submitting this form with your bid or proposal.

Resident Vendor status may be considered for purposes of resolving tied low bids or the application of a reciprocal preference.

**I HEREBY CERTIFY THAT THE COMPANY LISTED BELOW:**

1. Is authorized to conduct business in the State of Minnesota on the date a solicitation for a contract is first advertised or announced. *(This includes a foreign corporation duly authorized to engage in business in Minnesota.)*  
**X Yes \_\_\_ No (must check yes or no)**
2. Has paid unemployment taxes or income taxes in the State of Minnesota during the 12 calendar months immediately preceding submission of the bid or proposal for which any preference is sought.  
**X Yes \_\_\_ No (must check yes or no)**
3. Has a business address in the State of Minnesota.  
**X Yes \_\_\_ No (must check yes or no)**
4. Agrees to submit documentation, if requested, as part of the bid or proposal process, to verify compliance with the above statutory requirements.  
**X Yes \_\_\_ No (must check yes or no)**

**BY SIGNING BELOW**, you are certifying your compliance with the requirements set forth herein and claiming Resident Vendor status in your bid or proposal submission.

Name of Company: Barr Engineering Co. Date: April 10, 2018  
Authorized Signature:  Telephone: 952-832-2741  
Printed Name: Dan Fetter, PE Title: Vice President

**IF YOU ARE CLAIMING RESIDENT VENDOR STATUS, SIGN AND RETURN THIS FORM WITH YOUR BID OR PROPOSAL SUBMISSION.**



## Event Details

Event ID	Format	Type	Page
R3201-2000008034	Sell	RFx	1
Event Round	Version		
1	1		
Event Name	MPCA PT RFP Remediation Master Contract		
Start Time	Finish Time		
02/28/2018 08:00:00	04/11/2018 14:00:00		

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No

**Bid Number:** 1  
**Bid Date:** 04/11/2018 13:06:30  
**Total Bid Amount:** 0.00

BARR ENGINEERING CO  
4300 MARKETPOINTE DR #200  
MPLS MN 55435  
United States

**Submit To:**

520 LAFAYETTE RD N  
ST PAUL MN 55155-4194  
United States

**Contact:** Heining, Mary  
**Phone:** 651/757-2418

**Email:** Contracts.pca@state.mn.us

### Event Description

Questions and Answers - MPCA PT RFP Remediation Master Contract - March 19, 2018

Addendum 1 - MPCA PT RFP Remediation Master Contract - March 19, 2018

The Minnesota Pollution Control Agency ("MPCA" or "State") and the Minnesota Department of Agriculture ("MDA" or "State") request proposals from qualified experienced environmental contractors (Contractors) to perform environmental investigations and other response actions at sites throughout Minnesota. The State seeks multiple Contractors to provide environmental services, including risk assessments, sampling, investigations, feasibility studies, removal and response actions, remedial design, response action oversight, and long-term operation and maintenance activities statewide. The Scope of Services is divided into three Categories of Service:

- Category A – Petroleum, Superfund, MDA, Closed Landfill Program Environmental Services
- Category B - Petroleum Environmental Services
- Category C - Closed Landfill Program Environmental Services

Refer to attached RFP for additional information.

Proposals due: April 11, 2018  
Questions due: March 12, 2018

The RFP and attachments are at the header level. Cost attachment not applicable.

Please note that the link to add or view comments throughout the solicitation is called ' Click here to add or view comments and/or documents related to this line.

VENDORS - DO NOT CLICK THE "NO BID" BOX.

### General Comments

- Questions and Answers - Uploaded March 19, 2018

Addendum 1 - Uploaded March 19, 2018

See attached RFP and attachments for further details and application instructions.

**\*\*ATTENTION PROPOSERS\*\*** - Attach your proposal and attachments in the Event Header location.



## Event Details (cont.)

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
R3201-2000008034	Sell	RFx	2
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
MPCA PT RFP Remediation Master Contract			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 08:00:00		04/11/2018 14:00:00	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No  
**Bid Number:** 1  
**Bid Date:** 04/11/2018 13:06:30  
**Total Bid Amount:** 0.00

BARR ENGINEERING CO  
 4300 MARKETPOINTE DR #200  
 MPLS MN 55435  
 United States

**Submit To:**

520 LAFAYETTE RD N  
 ST PAUL MN 55155-4194  
 United States

**Contact:** Heining, Mary  
**Phone:** 651/757-2418

**Email:** Contracts.pca@state.mn.us

### Line Details

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 1.00	<b>UOM:</b> EACH	<b>Bid Qty:</b> <input type="text" value="1"/>
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**Reserve Price:** No

**Description:** not applicable - costs included in RFP

**Comments:**  
 - Attention Proposers: Your proposal and all attachments should be submitted in the Event Header location

**Question**

What is the price per unit?

**Response****Response Comments**





## Event Details (cont.)

Event ID	Format	Type	Page
R3201-2000008034	Sell	RFx	3
Event Round	Version		
1	1		
Event Name	MPCA PT RFP Remediation Master Contract		
Start Time	Finish Time		
02/28/2018 08:00:00	04/11/2018 14:00:00		

Event Currency: US Dollar  
Bids allowed in other currency: No

Bid Number: 1  
Bid Date: 04/11/2018 13:06:30  
Total Bid Amount: 0.00

BARR ENGINEERING CO  
4300 MARKETPOINTE DR #200  
MPLS MN 55435  
United States

**Submit To:**

520 LAFAYETTE RD N  
ST PAUL MN 55155-4194  
United States

**Contact:** Heininger, Mary  
**Phone:** 651/757-2418

**Email:** Contracts.pca@state.mn.us

## Bidder Information

<b>Firm Name:</b>		
<b>Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Phone #:</b>	<b>Fax #:</b>	
<b>Street Address:</b>		
<b>City &amp; State:</b>	<b>Zip Code:</b>	
<b>Email:</b>		



# Event Details (cont.)

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
R3201-2000008034	Sell	RFX	4
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
MPCA_PT_RFP Remediation Master Contract			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 08:00:00		04/11/2018 14:00:00	

BARR ENGINEERING CO  
 4300 MARKETPOINTE DR #200  
 MPLS MN 55435  
 United States

**Submit To:**

520 LAFAYETTE RD N  
 ST PAUL MN 55155-4194  
 United States

**Contact:**  
**Phone:**

Heininger, Mary  
 651/757-2418

**Email:**

Contracts.pca@state.mn.us

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No  
**Bid Number:** 1  
**Bid Date:** 04/11/2018 13:06:30  
**Total Bid Amount:** 0.00

## Appendix A - Line Specifications

Line: 1 Item ID: Line Qty: 1 UOM: EACH  
 Description: not applicable - costs included in RFP

### Item Specifications

**Manufacturer:**  
**Mfg Item ID:**  
**Item Length:** 0 **Item Height:** 0  
**Item Width:** 0 **Dimension UOM:**  
**Item Volume:** 0 **Volume UOM:**  
**Item Weight:** 0 **Weight UOM:**  
**Item Size:** **Item Color:**

### Shipping Information

**Schedule:** 1 **Ship To:** MPCA REMEDIATION DIVISION  
**Quantity:** 1 520 LAFAYETTE RD N  
**Due Date:** 04/11/2018 ST PAUL MN 55155-4194  
**Freight Terms:** United States  
**Ship Via:**



## Event Details (cont.)

Event ID	Format	Type	Page
R3201-2000008034	Sell	RFX	5
Event Round	Version		
1	1		
Event Name			
MPCA PT RFP Remediation Master Contract			
Start Time		Finish Time	
02/28/2018 08:00:00		04/11/2018 14:00:00	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No  
**Bid Number:** 1  
**Bid Date:** 04/11/2018 13:06:30  
**Total Bid Amount:** 0.00

BARR ENGINEERING CO  
4300 MARKETPOINTE DR #200  
MPLS MN 55435  
United States

**Submit To:**

520 LAFAYETTE RD N  
ST PAUL MN 55155-4194  
United States

**Contact:** Heining, Mary  
**Phone:** 651/757-2418

**Email:** Contracts.pca@state.mn.us

## Appendix B - General Terms & Conditions

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1. Please see attached RFP for General Terms and Conditions.

Last Updated: 11/06/2012



## Event Details (cont.)

<b>Event ID</b>	<b>Format</b>	<b>Type</b>	<b>Page</b>
R3201-2000008034	Sell	RFX	6
<b>Event Round</b>	<b>Version</b>		
1	1		
<b>Event Name</b>			
MPCA PT RFP Remediation Master Contract			
<b>Start Time</b>		<b>Finish Time</b>	
02/28/2018 08:00:00		04/11/2018 14:00:00	

**Event Currency:** US Dollar  
**Bids allowed in other currency:** No  
**Bid Number:** 1  
**Bid Date:** 04/11/2018 13:06:30  
**Total Bid Amount:** 0.00

BARR ENGINEERING CO  
 4300 MARKETPOINTE DR #200  
 MPLS MN 55435  
 United States

**Submit To:**

520 LAFAYETTE RD N  
 ST PAUL MN 55155-4194  
 United States

**Contact:** Heininger, Mary  
**Phone:** 651/757-2418

**Email:** Contracts.pca@state.mn.us

## Appendix C - Bid Responses

### Line Items

<b>Line:</b> 1	<b>Item ID:</b>	<b>Line Qty:</b> 1	<b>UOM:</b> EACH	<b>Bid Qty:</b> 1
<b>Total Line Bid Amount:</b> 0				
<b>Description:</b> not applicable - costs included in RFP				

Question	Response
What is the price per unit?	0