

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

**INDUSTRIAL HYGIENE SERVICES FOR ASBESTOS AND OTHER HAZARDOUS
MATERIAL ABATEMENT PROJECT MANAGEMENT, TESTING, AND SURVEYS**

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Carlson McCain, Inc., 248 Apollo Drive, Suite 100, Lino Lakes, MN 55014-3051 ("Consultant").

Recitals

1. Under Minnesota Statute § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of industrial hygiene services for asbestos and other hazardous material abatement project management, testing, and surveys.
3. The Consultant represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

Master Contract

1 Term of Master Contract

- 1.1 **Effective Date:** July 25, 2012, or the date the State obtains all required signatures under Minnesota Statute § 16C.05, subdivision 2, whichever is later.
The Consultant must not accept work under this master contract until this master contract is fully executed and the Consultant has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.
- 1.2 **Work Order Contracts.** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.
- 1.3 **Expiration Date:** June 30, 2014.
- 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

2 Scope of Work

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

The Scope of Work for this master contract includes but is not limited to the tasks described below for the Categories and Descriptions listed in Attachment 1. A complete detailed description of required work will be furnished in each work order contract issued.

Project Management

- On-site observation of project work
- Preparation of recommendations and reports

Air Monitoring, Sampling, and Testing

- On-site monitoring and daily log reports in electronic and email format
- On-site and off-site sample analysis, testing reports
- Industrial hygiene sampling following the American Conference of Governmental Industrial Hygienists (ACGIH), Occupational Safety & Health Administration (OSHA), National Institute of Occupational Safety & Health (NIOSH) or other applicable regulatory or industry best guidelines.

Collection and Analysis

Bulk material analysis and reports

Analysis compared to ACGIH, OSHA, NIOSH or other applicable regulatory or industry best guidelines. An American Industrial Hygiene Association (AIHA) or comparable accredited lab to complete lab work.

Surveys and Reports

Surveys, electronic database files, and written reports

Emergency Response

Respond to emergency request for the presence of hazardous materials on site.

An individual performing work under this master contract must possess a current license issued by the Minnesota Department of Health for the type of work being done.

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

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

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services satisfactorily performed by the Consultant for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$1,000,000.00 annually.

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

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Consultant as a result of any work order contract will be reimbursed in same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget A copy of the Commissioner's Plan is available on the web at: at <http://www.mmb.state.mn.us/comp-commmissioner> (click on "Commissioner's Plan" in the right side column. The Consultant will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.2. Payment

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

(B) **Retainage.** Under Minnesota Statute § 16C.08, subdivision 5(b), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been

reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Consultant has satisfactorily fulfilled all the terms of the work order contract.

5 Conditions of Payment

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

6 Authorized Representatives and Project Managers

The State's Authorized Representative for this master contract is Jerome Ryan, Project Manager, available at 651.201.2393, or his/her successor, and has the responsibility to monitor the Consultant's performance.

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

The Consultant's Authorized Representative is Wade A. Carlson at 763.489.7924, wcarlson@carlsonmccain.com. If the Consultant's Authorized Representative changes at any time during this master contract, the Consultant must immediately notify the State.

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

7 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

8 Indemnification

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

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

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

9 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Consultant's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the

State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

10 Government Data Practices and Intellectual Property

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

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

10.2. **Intellectual Property Rights**

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

(B) **Obligations**

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

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

either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

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

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

11.1 **Covered Contracts and Consultants.** If the Contract exceeds \$100,000 and the Consultant employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Consultant must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A Consultant covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

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

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

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

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

- (1) The Consultant must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Consultant agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (3) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Consultant's obligation under the law to take affirmative

action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

- (5) The Consultant must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences.* The consequences for the Consultant's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- (D) *Certification.* The Consultant hereby certifies that it is in compliance with the requirements of Minnesota Statute§ 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

12 **Workers' Compensation and Other Insurance**

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

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

13 **Publicity and Endorsement**

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

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

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

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

15 **Payment to Subconsultants**

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

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

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Consultant agrees: (1) That, in the hiring of common or skilled labor for the

performance of any work under any contract, or any subcontract, no Consultant, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no Consultant, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17 Termination

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

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

18 Data Disclosure

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

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

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

20 Schedule of Exhibits

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

Attachment 1: Service Categories & Descriptions

Exhibit A: Sample Work Order

Exhibit B: Fee Schedule

Exhibit C: Consultant's Qualifications

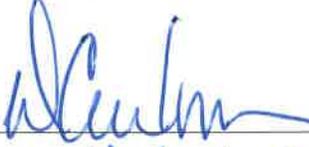
Exhibit D1: State Insurance Requirements

- Exhibit E: Affirmative Action Certification
- Exhibit F: Certification Regarding Lobbying
- Exhibit G: Not Used
- Exhibit H: Not Used
- Exhibit I: Affidavit of Noncollusion

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

1. CONSULTANT – Carlson McCain, Inc.

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

By: 
 Printed Name: Wade A. Carlson
 Title: President
 Date: 7/26/12

2. STATE AGENCY – Department of Administration

By: 
 (with delegated authority)
 Printed Name: Gordon Christofferson
 Title: Project Operations Manager
 Date: 8/1/12

3. COMMISSIONER OF ADMINISTRATION
 As delegated to Materials Management Division

By: 
 Date: Aug. 2, 2012

Service Categories & Descriptions

Category #	Service Name	Description
1	Asbestos Air Sampling	Air sampling and analysis of samples collected. All sampling is to be conducted by companies and individuals credentialed by the Minnesota Department of Health (MDH) and by use of the requirements provided in Minnesota Rules 4620.3592 to 4620.3598. The State requires that air samples collected at project sites are done by a third party, and that, other than educational facilities, they are analyzed utilizing Phase Contrast Microscopy at the project site. Responder is required to have the equipment for this work. Asbestos air samples collected for educational facilities must use Transmission Electron Microscopy analysis, and will be analyzed off-site.
2	General Air Monitoring	Includes but is not limited to pre-site analysis and on-site project management, testing and analysis (excludes asbestos air monitoring).
3	Asbestos Bulk Material Analysis	Analysis of bulk material collected as part of an inspection. Analysis must be conducted by laboratories accredited according to Minnesota Rules 4620.3460.
4	Fungal Investigation and Sampling	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for fungal organism concerns.
5	General Environmental Condition Evaluations	Evaluations of workplace issues that could include regulatory requirements of the EPA, Minnesota Pollution Control Agency, or Minnesota Department of Labor and Industry's Occupational Safety and Health Administration (OSHA). Examples of these conditions could include, but are not limited to, the evaluation of suspect chemical fluids, PCB (Polychlorinated Biphenyl) containing items, hazardous materials, mercury and underground storage tanks (USTs).
6	HVAC Evaluation	Investigation, sampling, evaluating, reporting, and providing corrective recommendations and designs for HVAC system conditions that could adversely affect indoor air quality in state buildings. Such recommendations could include the measurement and certification of local ventilation exhaust units.
7	Indoor Air Quality Assessment	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for indoor air quality concerns. Such sampling is required to be done using recognized Industrial Hygiene standards, and could include, but not be limited to, noise, volatile compounds, particulates, chemical compounds, fumes, and other workplace contaminants.
8	Lead in Paint Sampling	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for lead concerns. Such sampling is to be conducted by companies and individuals credentialed by the Minnesota Department of Health and by use of the requirements provided in Minnesota Rules 4761.2550 through 4761.2570.
9	Hazardous Material Surveys	Conduct surveys for suspect asbestos containing, or other hazardous materials, building and site materials and provide

Service Categories & Descriptions

	with Electronic Database of Information	corrective recommendations. Information must be put into an electronic format, and electronic data must be converted to portable document format (pdf) on CD-R media. Asbestos surveys and management plans are to be performed by individuals credentialed by the Minnesota Department of Health and by use of the requirements provided in Minnesota Rules, parts 4620.3460 and 4620.3470.
10	Not Used	Not Used
11	Other Hazardous Material Industrial Hygiene Services	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for other hazardous material concerns.

Exhibit A

SAMPLE STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its _____ ("State") and _____ ("Consultant"). This work order contract is issued under the authority of Master Contract T-Number 13AIH, SWIFT Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order Contract

1 Term of Contract

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

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

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

2 Consultant's Duties

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

3 Consideration and Payment

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

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

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

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

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

4 Project Managers

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

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

SIGNATURES AS REQUIRED BY THE STATE.

prepared for



LABOR RATES

LABOR CLASSIFICATION	STAFF	RATES
Senior Engineer/Scientist 8	Barb Ryan	\$100
Project Engineer/Scientist 6	Dan Steman, Christy Steman	\$ 85
Project Engineer/Scientist 5	Tracy Jacobs, Jill Keefe	\$ 80
Staff Engineer/Scientist 4	Jon Dacken	\$ 75
Staff Engineer/Scientist 3	Tom Kinnunen	\$ 70
Staff Engineer/Scientist 2	Hillary McGown	\$ 65
Drafting	Chris Sharp	\$ 65
Administration	Kelly Street, Stephanie Symoniak	\$ 60

CATEGORY #3 RATES

ITEM DESCRIPTION	UNIT/FEE \$	
Asbestos Bulk Material Analysis	Hourly	84.00
Standard 48-hour turn around time	Layer	8.40
Rush 3-hour turn around time	Layer	26.25

EXHIBIT C - QUALIFICATIONS

<p>STATE OF MINNESOTA REAL ESTATE AND CONSTRUCTION SERVICES (State) Qualifications and General Requirements Information</p>	<p>1.a. PROJECT NUMBER (from RFP): N/A 1.b. PROJECT NAME (from RFP): Professional Industrial Hygiene Services 1.c. PROJECT LOCATION: Statewide</p>
<p>2. RESPONDER'S NAME & ADDRESS (include 9-digit zip code): Carlson McCain, Inc. 248 Apollo Drive, Suite 100 Lino Lakes, MN 55014-3051</p> <p>2a. COUNTY OF RESPONDER'S LOCATION: Anoka</p> <p>2b. DATE FIRM ESTABLISHED: June 21, 2002</p>	<p>2d. NAME, TITLE & TELEPHONE NUMBER PERSON SIGNING PROPOSAL (see Section 8): Mr. Wade A. Carlson, Principal</p> <p>2e. RESPONDER'S (CONTACT) TELEPHONE NO.: 763-489-7924</p> <p>2f. RESPONDER'S FAX NUMBER: 763-489-7959</p> <p>2g. RESPONDER'S EMAIL ADDRESS: wcarlson@carlsonmccain.com</p>
<p>3. RESPONDER'S STATEMENT OF INTEREST TO PERFORM THE SERVICES AS INDICATED IN THE RFP: Carlson McCain is interested in performing all the aspects of Professional Industrial Hygiene Services for the Minnesota Department of Administration. We feel with the years of experience and the qualified staff, Carlson McCain can provide excellent service and products.</p> <p>3a. RESPONDER'S STATEMENT ON AVAILABILITY TO START WORK PROMPTLY UPON EXECUTION OF CONTRACT AND TO PROMPTLY DELIVER SERVICES: Carlson McCain has multiple employees that have the qualifications and can provide prompt responses to a project throughout the State of Minnesota. These employees have the skills, availability and experience to deliver this service in the required time frame.</p> <p>3b. RESPONDER'S STATEMENT ON THEIR ABILITY TO WORK ON MULTIPLE PROJECTS SIMULTANEOUSLY: Three (3) or more employees AAR registered or operate an AIHA accredited laboratory. Carlson McCain currently has the resources to work on multiple project simultaneously and has three employees that are enrolled in the AIHA Asbestos Analysts Registry AAT Performance Rounds and have been approved by the Registry Programs Board.</p>	

4. RESPONDER'S STATEMENT ON ABILITY, QUALIFICATIONS & APPROPRIATE LICENSURE TO PERFORM ALL SERVICE CATEGORIES 1 THROUGH 11, including Responder's ability and experience to provide air monitoring, without the use of subcontractors, during asbestos abatement activities. (See Table of Service Categories): Include statement on compliance with Minnesota Rules 4620.3300 through 3724

Carlson McCain has multiple full time employees who are qualified and licensed to perform the work and are current with the yearly refresher trainings required for conducting air monitoring, inspections and oversight. Carlson McCain follows all applicable rules and regulations including the Minnesota Rules 4620.3300 through 3724

4a. Not Used

4b. RESPONDER'S STATEMENT ON SAMPLING AND LABORATORY ANALYSIS provided will be in accordance with MN Rules 4620 and Statement on sampling and that a National Institute of Science Voluntary Accreditation Program (NIIST), Accredited by the National Voluntary Laboratory Accreditation Program (NVLAP), American Industrial Hygiene Association (AIHA) or comparable accredited lab will be used for laboratory work. **Carlson McCain follows all rules and regulations for the sampling and analysis in accordance with Minnesota Rule 4620. Our employees are registered with AIHA Asbestos Analysts Registry and have passed the most current AAT Performance Round #100. EMSL Analytical, Inc will be the laboratory that is used for the analysis of bulk asbestos, microbiology and other air sampling. They are currently NVLAP Accredited for Bulk Asbestos Fiber Analysis and AIHA accreditation for Environmental Lead and Microbiology.**

5. QUALIFICATIONS OF RESPONDER'S KEY PERSONS AND SPECIALISTS - ADD ADDITIONAL PAGES IF NECESSARY. Following this section, Insert copies of employees' licenses, certifications, and credentials.

<p>a. NAME AND TITLE: Christine Steman, CHMM Environmental Scientist</p>	<p>a. NAME AND TITLE: Tracy Jacobs, CHMM Industrial Hygienist</p>
<p>b. PROJECT ASSIGNMENT: Project Management, Asbestos Air Sampling, General Air Monitoring, Asbestos Bulk Material Analysis, Fungal Investigation and Sampling, General Environmental Condition Evaluations, HVAC Evaluation, Indoor Air Quality Assessments, Lead in Paint Sampling, Hazardous Material Surveys with Electronic Database of Information, and Other Hazardous Material Industrial Hygiene Services.</p>	<p>b. PROJECT ASSIGNMENT: Project Management, Asbestos Air Sampling, General Air Monitoring, Asbestos Bulk Material Analysis, Fungal Investigation and Sampling, General Environmental Condition Evaluations, HVAC Evaluation, Indoor Air Quality Assessments, Lead in Paint Sampling, Hazardous Material Surveys with Electronic Database of Information, and Other Hazardous Material Industrial Hygiene Services.</p>
<p>c. NAME OF FIRM WITH WHICH ASSOCIATED: Carlson McCain, Inc. – Lino Lakes</p>	<p>c. NAME OF FIRM WITH WHICH ASSOCIATED: Carlson McCain, Inc. - Duluth</p>

<p>d. YEARS EXPERIENCE:</p> <p>WITH THIS FIRM: 8 years WITH OTHER FIRMS: 3 years</p> <p>e. EDUCATION: DEGREE(S) & CERTIFICATIONS / YEAR / INSTITUTION [insert copies following this page] Bachelor of Science, Conservation & Resource Management, University of River Falls, Wisconsin (2001)</p>	<p>d. YEARS EXPERIENCE:</p> <p>WITH THIS FIRM: 8 years WITH OTHER FIRMS: 4 years</p> <p>e. EDUCATION: DEGREE(S) & CERTIFICATIONS / YEAR / INSTITUTION [insert copies following this page] Master of Industrial Safety/Industrial Hygiene, University of Minnesota-Duluth Bachelor of Science, Biology, University of Minnesota-Duluth</p>
<p>f. LICENSES & CERTIFICATIONS: YEAR / INSTITUTION [insert copies following this page] Asbestos Air Monitoring Technician – 2001 (Lake States Environmental) Asbestos Inspector #A18581 – 2002 (Lake States Environmental) Asbestos Supervisor #AS8581 – 2001 (Lake States Environmental) Lead Risk Assessor #LR11 – 2004 (Midwest Environmental Consulting) NIOSH 582 Equivalent Course – 2001 (Lake States Environmental) AIHA Registered PCM Analyst #8374 – Current Certified Hazardous Materials Manager #15066 – 6-2009 to 6-2014</p>	<p>f. LICENSES & CERTIFICATIONS: YEAR / INSTITUTION [insert copies following this page] Asbestos Air Monitoring Technician – 2000 (MacNeil Environmental) Asbestos Inspector #A17964 – 2012 (Lake States Environmental) Asbestos Supervisor #AS7964 – 2012 (Lake States Environmental) Asbestos Project Designer #AD7964 – 2011 (Lakes States Environmental) Asbestos Management Planner #AM7964 – 2011 (Lakes States Environmental) Lead Risk Assessor #LR1255 – 2012 ((Lakes States Environmental)) NIOSH 582 Equivalent Course – 2005 (ProSource Technologies, Inc.) AIHA Registered PCM Analyst #8830 – Current Certified Hazardous Materials Manager #13095 – 2005 to 2016</p>
<p>g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE WORK CITED IN THIS RFP: [List projects in next section -6] Ms. Steman has worked on many projects including asbestos air monitoring during abatement, asbestos sampling, mercury sampling, lead sampling, indoor air quality assessments, mold sampling, methamphetamine testing and demolition inspections in private and commercial buildings.</p>	<p>g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE WORK CITED IN THIS RFP: [List projects in next section -6] Ms. Jacobs has worked on many projects including asbestos air monitoring during abatement, asbestos sampling, asbestos project manager, asbestos designing, indoor air quality assessments, mold sampling, methamphetamine testing and demolition inspections in private and commercial buildings.</p>

<p>a. NAME AND TITLE: Dan Steman Environmental Scientist</p>	<p>a. NAME AND TITLE: Jill Keefe Staff Hydrogeologist</p>
<p>b. PROJECT ASSIGNMENT: Asbestos Air Sampling, General Air Monitoring, Asbestos Bulk Material Analysis, General Environmental Condition Evaluations, HVAC Evaluation, Hazardous Material Surveys with Electronic Database of Information, and Other Hazardous Material Industrial Hygiene Services.</p>	<p>b. PROJECT ASSIGNMENT: Asbestos Bulk Material Analysis, General Environmental Condition Evaluations, Hazardous Material Surveys with Electronic Database of Information, and Other Hazardous Material Industrial Hygiene Services.</p>
<p>c. NAME OF FIRM WITH WHICH ASSOCIATED: Carlson McCain, Inc. – Lino Lakes</p>	<p>c. NAME OF FIRM WITH WHICH ASSOCIATED: Carlson McCain, Inc. – Lino Lakes</p>
<p>d. YEARS EXPERIENCE: WITH THIS FIRM: 14 years WITH OTHER FIRMS: 0 years</p>	<p>d. YEARS EXPERIENCE: WITH THIS FIRM: 12 years WITH OTHER FIRMS: 2 years</p>
<p>e. EDUCATION: DEGREE(S) & CERTIFICATIONS / YEAR / INSTITUTION [insert copies following this page] Bachelor of Science, Natural Resources, University of Minnesota – Minneapolis, 1998</p>	<p>e. EDUCATION: DEGREE(S) & CERTIFICATIONS / YEAR / INSTITUTION [insert copies following this page] Bachelor of Science, Geology, University of Minnesota – Duluth, 1996</p>
<p>f. LICENSES & CERTIFICATIONS: YEAR / INSTITUTION [insert copies following this page] Asbestos Air Monitoring Technician – 2011 (Lake States Environmental) Asbestos Inspector #A11319 – 2012 (Lake States Environmental) Asbestos Supervisor #AS11319 – 2012 (Lake States Environmental)</p>	<p>f. LICENSES & CERTIFICATIONS: YEAR / INSTITUTION [insert copies following this page] Asbestos Inspector #A19428– 2011 (Lake States Environmental)</p>
<p>g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE WORK CITED IN THIS RFP: [List projects in next section -6] Mr. Steman has worked on projects cleaning up contaminated soils, groundwater sampling, asbestos inspections and pre-demolition survey to identify regulated hazardous materials. He has also worked on projects that required sampling of unknown drum contents and methamphetamine contaminated sites and has provided oversight during the abatement of hazardous materials.</p>	<p>g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE WORK CITED IN THIS RFP: [List projects in next section -6] Ms. Keefe has worked on many projects investigating contaminated sites and has provided recommendations on cleanup activities. She also conducts asbestos and pre-demolition inspections to identify regulated and hazardous materials.</p>

<p>a. NAME AND TITLE: Jon Dacken Environmental Scientist</p>	<p>a. NAME AND TITLE: Tom Kinnunen Environmental Scientist</p>
<p>b. PROJECT ASSIGNMENT: Asbestos Air Sampling, General Air Monitoring, Asbestos Bulk Material Analysis, Fungal Investigations and Sampling, General Environmental Condition Evaluations, Indoor Air Quality Assessments, Lead in Paint Sampling, Hazardous Material Surveys with Electronic Database of Information, and Other Hazardous Material Industrial Hygiene Services.</p>	<p>b. PROJECT ASSIGNMENT: Asbestos Air Sampling, General Air Monitoring, Asbestos Bulk Material Analysis, General Environmental Condition Evaluations, Hazardous Material Surveys with Electronic Database of Information, and Other Hazardous Material Industrial Hygiene Services.</p>
<p>c. NAME OF FIRM WITH WHICH ASSOCIATED: Carlson McCain, Inc. – Duluth</p>	<p>c. NAME OF FIRM WITH WHICH ASSOCIATED: Carlson McCain, Inc. - Duluth</p>
<p>d. YEARS EXPERIENCE: WITH THIS FIRM: 8 years WITH OTHER FIRMS: 22 years</p>	<p>d. YEARS EXPERIENCE: WITH THIS FIRM: 8 years WITH OTHER FIRMS: 28 years</p>
<p>e. EDUCATION: DEGREE(S) & CERTIFICATIONS / YEAR / INSTITUTION [insert copies following this page] M.S. University of Minnesota Duluth, 1984</p> <p>f. LICENSES & CERTIFICATIONS: YEAR / INSTITUTION [insert copies following this page] Asbestos Air Monitoring Technician – 1997 (MacNeil Environmental) Asbestos Inspector #A13388 – 2012(Lake States Environmental) Asbestos Supervisor #AS3388 – 2012(Lake States Environmental) Lead risk Assessor #LR230 – 2012 (Lake States Environmental) Lead Project Designer #LD230 – 2012(Midwest Environmental Consulting)</p>	<p>e. EDUCATION: DEGREE(S) & CERTIFICATIONS / YEAR / INSTITUTION [insert copies following this page] M.S. Administration, Bemidji State University, Minnesota</p> <p>f. LICENSES & CERTIFICATIONS: YEAR / INSTITUTION [insert copies following this page] Asbestos Air Monitoring Technician Asbestos Inspector #A12749 – 2012 (Lake States Environmental) Asbestos Supervisor #AS2749 – 2012 (Lake States Environmental) NIOSH 582 Equivalent Course – 1989 (Midwest Center for Occupational Health and Safety) AIHA Registered PCM Analyst #7651 – Current</p>
<p>g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE WORK CITED IN THIS RFP: [List projects in next section -6] Mr. Dacken has conducted hundreds of asbestos inspections, oversight of asbestos abatement projects, and mold and indoor air quality inspections for many residential and commercial buildings throughout the state of Minnesota.</p>	<p>g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE WORK CITED IN THIS RFP: [List projects in next section -6] Mr. Kinnunen has conducted hundreds of asbestos projects and many sampling and oversight on asbestos abatement projects and many radon inspections in residential and commercial buildings throughout the state of Minnesota.</p>

<p>a. NAME AND TITLE: Hillary McGown Environmental Scientist</p>
<p>b. PROJECT ASSIGNMENT: Asbestos Air Sampling, General Air Monitoring, Asbestos Bulk Material Analysis, General Environmental Condition Evaluations, Hazardous Material Surveys with Electronic Database of Information, and Other Hazardous Material Industrial Hygiene Services.</p>
<p>c. NAME OF FIRM WITH WHICH ASSOCIATED: Carlson McCain, Inc. – Duluth</p>
<p>d. YEARS EXPERIENCE: WITH THIS FIRM: 3 years WITH OTHER FIRMS: 0 years</p>
<p>e. EDUCATION: DEGREE(S) & CERTIFICATIONS / YEAR / INSTITUTION [insert copies following this page] Bachelors of Science, Geological Science and Bachelor of Arts, Environmental Studies, University of Minnesota Duluth, 2009</p>
<p>f. LICENSES & CERTIFICATIONS: YEAR / INSTITUTION [insert copies following this page] Asbestos Air Monitoring Technician – 2011 (MacNeil Environmental) Asbestos Inspector #A11402 – 2012(Lake States Environmental) Asbestos Supervisor #AS11402 – 2012(Lake States Environmental)</p>
<p>g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE WORK CITED IN THIS RFP: [List projects in next section -6] Ms. McGown has conducted many asbestos inspections and air monitoring projects for government, commercial and residential clients.</p>



Asbestos Analysts Registry AAT Performance Results Report

Tracy Jacobs
Carlson McCahn Inc
1011 East Central Entrance Ste 100

Duluth, MN 55811

1/24/2012
Organization ID: 102630

REPORT OF PERFORMANCE FOR ROUND # 100, ORGANIZATION # 102630

The following individuals have met all the requirements* for listing in the Asbestos Analysts Registry (AAR) and have been approved by the Registry Programs Board (RPB):

ID	Name	RESULTS (f/mm ²) FOR THE CURRENT ROUND (R100)								Outliers			Performance
		A1001	B1001	C1001	D1001	R100	R99	TOT					
7651	Kinnunen, Tom	160	242	200	369	0	0	0	Acceptable				
8374	Steman, Christine	143	222	400	530	0	0	0	Acceptable				
8830	Jacobs, Tracy	136	185	250	327	0	0	0	Acceptable				

The following individuals have applied for listing in the AAR and are in the process of gaining board approval status, but have not met all the criteria* or they have lost their board approval status due to non-proficiency or non-participation.:

ID	Name	RESULTS (f/mm ²) FOR THE CURRENT ROUND (R100)								Outliers			Performance
		A1001	B1001	C1001	D1001	R100	R99	TOT					
9260	McGown, Hillary	152	190	229	356	0	X	0	Acceptable				

The determination of outliers for the above results is based on the following performance limits:

Reference Values for Round #100

Sample ID	Batch	Reference Mean	Lower Limit	Upper Limit
A1001	1	155	75	262
B1001	1	236	115	398
C1001	1	405	198	684
D1001	1	485	237	819

*Criteria for Registry Programs Board Approval of AAR Analysts:

1. The organization's application shall be reviewed and approved by an RPB Technical Reviewer and must meet all the requirements of the most current AAR Policies and NIOSH 7400 method.
2. An analyst's application shall be reviewed and approved by an AIHA Registry Programs Staff Reviewer and must have completed two (2) consecutive AAT rounds with no greater than 2 outliers combined.
3. After the round in which an analyst gains proficiency, the analyst will go on ballot for RPB approval. Board approval letters are sent to the analyst approximately 2 weeks after the results for the round are posted / mailed. Board approval is not granted until after the ballot has closed and is approved.



ASBESTOS

SITE

SUPERVISOR

Certified by:
State of Minnesota
Department of Health

Expires: 11/08/2012

Christine M. Steman
46000 Cambridge Dr
Harris, MN 55032

Janet S. Bremer
Director, Env. Health Div.

No. AS8581

Issued: 11/17/2011



ASBESTOS

INSPECTOR

Certified by:
State of Minnesota
Department of Health

Expires: 11/10/2012

Christine M. Steman
46000 Cambridge Dr
Harris, MN 55032

Janet S. Bremer
Director, Env. Health Div.

No. AI8581

Issued: 11/17/2011



LEAD

Risk Assessor

Licensed by:
State of Minnesota
Department of Health

License No. LR1379

Expires 05/14/2013

Christine M. Steman
46000 Cambridge Dr
Harris, MN 55032

Janet S. Bremer
Director, Env. Health Div.

Certificate No: 5LM11101109IR

Expiration Date: November 10, 2012

This is to certify that
Christine Steman
has attended and successfully completed an

**ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE**

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

White Bear Lake, MN on November 10, 2011
Examination Date: November 10, 2011

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Training Instructor

Christine Steman

has completed the Minnesota-Approved Lead Training course entitled:

Lead Risk Assessor Refresher Training

May 14, 2012

given by

Midwest Environmental Consulting, L.L.C.

125 Railroad Avenue SW, Mora MN 55051

Phone: 763.691.0111

SUCCESSFULLY PASSED THE EXAMINATION ON May 14, 2012, IN Coon Rapids, MINNESOTA

IDENTIFICATION NUMBER: MEC/LRAR 0903

Expiration Date: May 14, 2013

MDH Permit Number: RAR-006


Course Director/Primary Instructor

Approved by the State of Minnesota under Minnesota Rules, parts 4761.2000 to 4761.2700.



Certificate No: 5LMI1081109SR

Expiration Date: November 8, 2012

This is to certify that
Christine Steman
has attended and successfully completed an

**ASBESTOS SUPERVISOR
REFRESHER TRAINING COURSE**

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

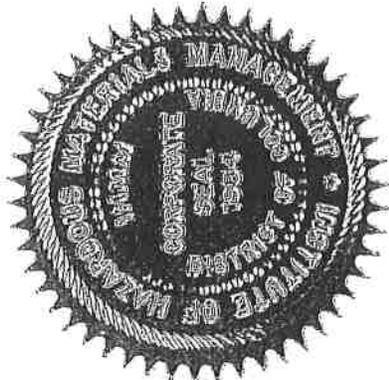
Lake States Environmental, Ltd.

in
White Bear Lake, MN on November 8, 2011
Examination Date: November 8, 2011

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Training Instructor

Institute of Hazardous Materials Management



Certifies that

Christine M.H. Steman

has successfully met all requirements of education,
experience and examination, and is hereby designated a

Certified Hazardous Materials Manager

June 4, 2009

June 4, 2014

Certified

15066

Number

Expiration Date

Executive Director

Valid so long as this credential is renewed according to schedule and is not otherwise revoked.



MDH ASBESTOS
SITE
SUPERVISOR

Certified by
State of Minnesota
Department of Health
Expires: 04/25/2012

Tracy L. Jacobs
4748 Lavaque Bypass Rd
Duluth, MN 55811

Minnesota Env. Health Div. No. AS749 Issued: 05/22/2012



MDH ASBESTOS
MANAGEMENT
PLANNER

Certified by
State of Minnesota
Department of Health
Expires: 10/25/2012

Tracy L. Jacobs
4748 Lavaque Bypass Rd
Duluth, MN 55811

Tracy L. Jacobs
Director, Env. Health Div. No. AM7964 Issued: 11/01/2011



MDH ASBESTOS
INSPECTOR

Certified by
State of Minnesota
Department of Health
Expires: 04/26/2012

Tracy L. Jacobs
4748 Lavaque Bypass Rd
Duluth, MN 55811

Minnesota Env. Health Div. No. AS749 Issued: 05/22/2012



MDH ASBESTOS
PROJECT
DESIGNER

Certified by
State of Minnesota
Department of Health
Expires: 09/08/2012

Tracy L. Jacobs
4748 Lavaque Bypass Rd
Duluth, MN 55811

Tracy L. Jacobs
Director, Env. Health Div. No. AD7964 Issued: 10/07/2011



MDH ASBESTOS
PROJECT
DESIGNER

Certified by
State of Minnesota
Department of Health
Expires: 09/08/2012

Tracy L. Jacobs
4748 Lavaque Bypass Rd
Duluth, MN 55811

Minnesota Env. Health Div. No. AD7964 Issued: 10/07/2011



Certificate of Achievement

*Tracy Jacobs
Environmental Trouble Shooters Inc*

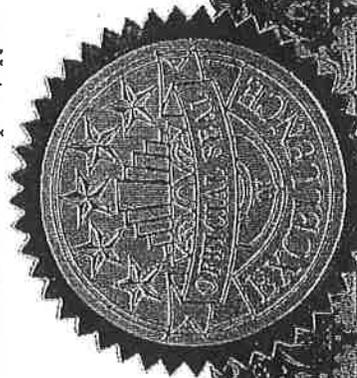
*has successfully completed the Manufacturer's Training Course
for the NITON Spectrum Analyzer and is now certified
in radiation safety and monitoring, measurement technology,
and machine maintenance of the NITON XRF Spectrum Analyzer.
(CIH's - The ABH Awards 1 CM point, approval #5827)*

A3042140587

Certificate Number

05/01/03 Minn., MN

Date & Site of Course



Victoria Gajdoski

Training Coordinator

Kenneth R. Spots

Director of Training

CERTIFICATE OF TRAINING

~ ASBESTOS AIR SAMPLING AND ANALYSIS ~
A NIOSH 582 EQUIVALENT COURSE

Presented to

TRACY L. JACOBS

Certifying Successful Completion
Of The Thirty Two Hour Course

Presented By

ProSource Technologies, Inc.
In Duluth, Minnesota

May 9 - 12, 2005



Thomas Kinnunen
Course Director

ProSource Technologies, Inc.
227 West First Street, Suite 604
Duluth, MN 55802

This Certifies that

Tracy Jacobs

has successfully completed the

Asbestos Air Sampling Training Course

given by

MacNeil Environmental, Inc.

This course is permitted by the Minnesota Department of Health
under Minnesota Rules 4620.3702-4620.3722

Course Location: White Bear Lake, MN
Date of Training: June 1 & 2, 2000
Identification No: MEI-00-146



Gay J. DeMars
MacNeil Environmental, Inc.
12257C Nicollet Avenue South
Burnsville, MN 55337
(612) 890-3452

Institute of Hazardous Materials Management



Certifies that

Tracy L. Jacobs

has successfully met all requirements of education, experience and examination, and is hereby designated a

Certified Hazardous Materials Manager

Senior Level



March 2005

13095

December 31, 2011

Certified

Number

Expiration Date

John H. Frick
Executive Director

So long as this credential is renewed according to schedule and is not otherwise revoked.



ASBESTOS
INSPECTOR

Certified by:
State of Minnesota
Department of Health

Expires: 03/01/2013

Daniel R. Steman
46000 Cambridge Dr
Harris, MN 55032

Daniel R. Steman
Director, Env. Health Div.

No. A11319 | Issued: 03/29/2012



Certificate No: 5LM02291214IR

Expiration Date: March 1, 2013

This is to certify that

Daniel Steman

has attended and successfully completed an

ASBESTOS INSPECTOR

REFRESHER TRAINING COURSE

permitted by

the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722

and meets the requirements of

Section 206 of Title II of the Toxic Substances Control Act (TSCA)

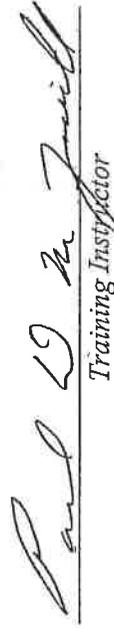
conducted by

Lake States Environmental, Ltd.

White Bear Lake, MN on February 29, 2012

Examination Date: February 29, 2012

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Training Instructor

Certificate No: 5LM083011034S

Issue Date: August 30, 2011

This is to certify that

Daniel Steman

has attended and successfully completed an

**ASBESTOS AIR SAMPLING
TRAINING COURSE**

permitted by

*the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
conducted by*

Lake States Environmental, Ltd.

White Bear Lake, MN on August 29 - 30, 2011

Examination Date: August 30, 2011

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Training Instructor

Certificate No: 5LM06281104IR

Expiration Date: June 28, 2012

This is to certify that

Jill Keefe

has attended and successfully completed an

**ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE**

permitted by

the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722

and meets the requirements of

Section 206 of Title II of the Toxic Substances Control Act (TSCA)

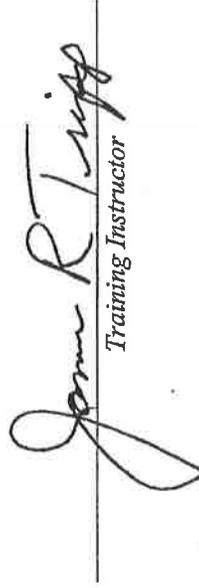
conducted by

Lake States Environmental, Ltd.

White Bear Lake, MN on June 28, 2011

Examination Date: June 28, 2011

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Training Instructor



**ASBESTOS
INSPECTOR**

Certified by:
State of Minnesota
Department of Health

Expires: 06/28/2012

Jill K Keele
321 Hillcrest Ln
Burnsville, MN 55337

Frank Blum
Director, Env. Health Div.

No. A19428

Issued: 07/22/2011



Jonathan F. Dacken
Director, Env. Health Div.



LEAD
Risk Assessor

Licensed by:
State of Minnesota
Department of Health
License No. LR230
Expires 04/16/2013

Jonathan F Dacken
13 Spruce Dr
Duluth, MN 55810



MINNESOTA
MDH
DEPARTMENT OF HEALTH ASBESTOS
INSPECTOR

Certified by:
State of Minnesota
Department of Health

Expires: 04/26/2013

Jonathan F Dacken
13 Spruce Dr
Duluth, MN 55810

Jonathan F. Dacken
Director, Env. Health Div.

No. A13388 Issued: 05/22/2012



Jonathan F Dacken
Director, Env. Health Div.



**LEAD
Project Designer**

Licensed by:
State of Minnesota
Department of Health
License No. LD230
Expires 04/05/2013

Jonathan F Dacken
13 Spruce Dr
Duluth, MN 55810

CERTIFICATE OF COMPLETION

HAZWOPER REFRESHER TRAINING

MONDAY, FEBRUARY 20, 2012

Jon Dacken

SUCCESSFULLY ATTENDED
A HAZARDOUS MATERIALS COURSE
DESIGNED TO MEET THE CRITERIA OF:

29 CRF 1910.120

8 HOUR HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE
REFRESHER TRAINING

CONDUCTED BY:

Carlson McCain, Inc.



Barb Ryan, P.G., CHMM



Wade Carlson, P.G.

Radiation Safety and Operation of Niton XRF Analyzers

This is to certify that

Jon Dacken

has successfully completed the one day Thermo Fisher Scientific Niton Analyzer Manufacturer's Training Course. The topics of this course include radiation safety, monitoring, device operation, and machine maintenance of the Niton XRF Analyzer.

(CIH's – The ABIH Awards 1 CM point, approval # 08-354)

Course date: April 12, 2011
Location: Bloomington, MN
Certificate Number: 17:3600380000016ugQx



Sophie Ung
Radiation Safety Training Coordinator

James Blute, CHP
Manager of Health and Safety

This Certifies that

Jon Dacken

ss#: .-7120

has successfully completed the

Asbestos Air Sampling Training Course

given by

MacNeil Environmental, Inc.

This course is permitted by the Minnesota Department of Health
under Minnesota Rules 4620.3702-4620.3722



Gary J. DeMars
MacNeil Environmental, Inc.
755 E. Cliff Road
Burnsville, MN 55337
(612) 890-3452

Course Location: White Bear Lake, MN
Date of Training: October 29-30, 1997
Identification No: MEI-97-082

THIS CERTIFIES THAT

Tom Kinnunen

has completed the continuing education course entitled

**Airbone Asbestos Dust (NIOSH 582)
December 11, 1989 to December 15, 1989**

given by the

**Midwest Center for
Occupational Health & Safety**

Program in Continuing Education — Occupational Health

3 CEU'S

This Program has been approved for the following credit:

-4.0 Maintenance of certification points for the American Board of Industrial Hygiene

-3.0 Continuing Education Units from the Midwest Center for Occupational Health and Safety

Steve Ring

A NIOSH Sponsored Educational Resource Center

CERTIFICATE OF COMPLETION

HAZWOPER REFRESHER TRAINING

MONDAY, FEBRUARY 20, 2012

Hillary McGown

SUCCESSFULLY ATTENDED
A HAZARDOUS MATERIALS COURSE
DESIGNED TO MEET THE CRITERIA OF:

29 CRF 1910.120

8 HOUR HAZARDOUS WASTE OPERATIONS AND EMERGENCY RESPONSE
REFRESHER TRAINING

CONDUCTED BY:

Carlson McCain, Inc.



Wade Carlson, P.G.



Barb Ryan, P.G., CHMM

Certificate No: 5LM04261205IR

Expiration Date: April 26, 2013

This is to certify that

Hillary R. McGown

has attended and successfully completed an

**ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE**

permitted by

the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722

and meets the requirements of

Section 206 of Title II of the Toxic Substances Control Act (TSCA)

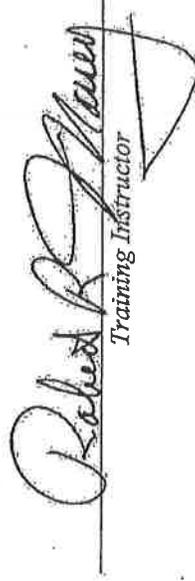
conducted by

Lake States Environmental, Ltd.

Duluth, MN on April 26, 2012

Examination Date: April 26, 2012

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Training Instructor

Certificate No: 5LM04251206SR

Expiration Date: April 25, 2013

This is to certify that
Hillary R. McGown
has attended and successfully completed an

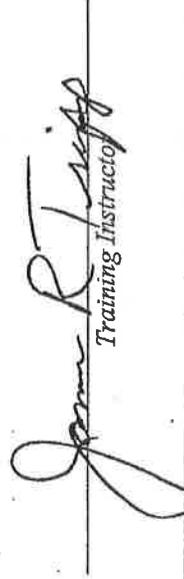
**ASBESTOS SUPERVISOR
REFRESHER TRAINING COURSE**

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

**Superior, WI on April 25, 2012
Examination Date: April 25, 2012**

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811


Training Instructor

Minnesota Department of Health

Asbestos Contractor License

License Number: AC837

Issued on: May 17, 2012

To:

Carlson McCain

248 Apollo Drive Ste 100

Lino Lakes, Minnesota 55014

Responsible Individual: Christine M. Steman

This license is valid from May 17, 2012 to May 16, 2013.

Pursuant to Minnesota Statutes, section 144.99, this license may be suspended or revoked for failure to conduct asbestos-related work in compliance with applicable regulations.

Asbestos-related work must be conducted according to Minnesota Statutes, sections 326.70 to 326.81 and Minnesota Rules, parts 4620.000 to 4620.3724.



Linda B. Bruemmer, Director
Division of Environmental Health

6. WORK COMPLETED BY RESPONDER IN THE PAST 5 YEARS WHICH ILLUSTRATES CURRENT QUALIFICATIONS RELEVANT TO THE "TABLE OF CATEGORIES OF SERVICE". (add additional sheets if necessary) Insert references from owners following this section. [Note: If Responder has an existing master contract with the State, letters of reference from owners are not required, but you must insert a statement indicating such]. If possible, include at least one political subdivision (federal, state, county, or city) project. Provide the following for each reference: Project title, scope, and dates started and completed. Projects included in reference must have been started and completed during the 5 year period of July 1, 2007 to June 30, 2012.

Carlson McCain currently has master contracts with Mn State Colleges and Universities for Professional/Technical Consultant, Mn Department of Commerce for the abandoned tank contract, and University of Minnesota Duluth for Industrial Hygiene Services; therefore letters of references are not included with this submittal.

a. CLIENT NAME, LOCATION, PROJECT TITLE, CLIENT CONTACT PERSON, TITLE, PHONE NUMBER, EMAIL ADDRESS (Completed by A/E of Record)	b. ACTUAL FINAL COMPLETION DATE MONTH/YR	c. TOTAL COST OF PROJECT	d. PROJECT REPRESENTS EXPERIENCE IN:
1. University of Minnesota-Duluth, Voss Kovach Hall, Duluth, MN	6-12	\$1,500.00	CATEGORY 1
1a. Mavo Systems, Duluth Armory, Duluth, MN	7-11	\$289.66	CATEGORY 1
2. Xcel Energy, Koppers Gas Line, St. Paul, MN	6-12	\$89,893.68	CATEGORY 2
2a. Church of St. Luke, Clearwater House Meth Inspection, Clearwater, MN	8-11	\$700.00	CATEGORY 2
3. Duluth Housing and Redevelopment Authority, Duluth, MN, HRA Demo Houses May 2012	6-12	\$4,500.00	CATEGORY 3
3a. Berg Drywall, 4750 Baycliffe Road, Minnetrista, MN	5-12	\$2,498.74	CATEGORY 3
4. Ms. Karen Kritt, Grand Marais, MN	5-12	\$1,177.76	CATEGORY 4
4a. Woodland Hills, 4321 Allendale Avenue, Duluth, MN	4-12	\$400.00	CATEGORY 4
5. City of Oakdale, Oakdale Mall Demolition Survey, Oakdale, MN	6-11	\$35,875.88	CATEGORY 5

5a. Xcel Energy, Hugo Property Phase I, Hugo, MN	3-12		\$3,812.24	CATEGORY 5
6. City of Duluth, Skywalk Air Quality, Duluth, MN	7-11		\$325.28	CATEGORY 6
6a. State of MN, Giants Ridge Air Quality, Biwabik, MN	8-09		\$1,240.86	CATEGORY 6
7. Mr. Neal Leagfeld, Ace Realty & Appraisal, 101 2 nd Street North, Melrose, MN	7-08		\$995.00	CATEGORY 7
7a. Mr. Graft, 872 12 th Avenue, Windom, MN	3-11		\$1,525.00	CATEGORY 7
8. Environmental Consulting Group, Army Reserve Lead Clearance Sampling, Duluth, MN	5-12		\$272.00	CATEGORY 8
8a. Fort Snelling Lead Clearance, St. Paul, MN	10-10		\$900.00	CATEGORY 8
9. MN Department of Transportation, 135 E Bridges, Bloomington, MN	3-12		\$4,949.41	CATEGORY 9
9a. City of Champlin, Champlin Crossing Apartments, Champlin, MN	6-12		\$14,704.50	CATEGORY 9
10. Not Used	N/A		N/A	CATEGORY 10
11. Mr. Todd Kynski, Inn on Beaver Bay, Beaver Bay, MN	11-10		\$7,397.75	CATEGORY 11
11a. Kath Oil Company, Kath Fuel Oil Service, North Branch, MN	6-12		\$8,439.60	CATEGORY 11

7. UNIQUE QUALIFICATIONS

Provide information on any unique qualifications of your firm or key personnel. Insert any supporting documentation.

Carlson McCain employees bring as much as 35 years of experience in performing industrial hygiene services. With our strategic office locations and multitude of qualified and talented employees we are capable of readily responding to the needs of our clients.

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

a. I have read and agree to the State's Standard Contract () Yes () No

9. CORPORATE SIGNATURE

This responses and information contained in this Exhibit C are current and accurate and this Exhibit C is hereby submitted by the sole proprietor or corporate officer.

Authorized Signature:



(Signature of person identified in Section 2)

() corporate officer* () partner* () sole proprietor
* insert copy of corporate resolution or by-laws indicating that this person has authority to sign and enter into contracts on behalf of the company or partnership.

Firm is registered in Minnesota as a:

() Corporation () LLP () Other _____

MN Tax ID No. 6042981 FED Tax ID No. 043684414

MN Vendor No. 20075091400
(required for contract)

Wade A. Carlson, PG
(Typed Name)

June 27, 2012

Date:

Principal

(Typed Title)

END OF EXHIBIT C

Table of Categories of Industrial Hygiene Services

Category #	Service Name	Description	Submittal Requirement
1	Asbestos Air Sampling	Air sampling and analysis of samples collected. All sampling is to be conducted by companies and individuals credentialed by the Minnesota Department of Health (MDH) and by use of the requirements provided in Minnesota Rules 4620.3592 to 4620.3598. The State requires that air samples collected at project sites are done by a third party, and that, other than educational facilities, they are analyzed utilizing Phase Contracts Microscopy at the project site. Responder is required to have the equipment for this work. Asbestos air samples collected for educational facilities must use Transmission Electron Microscopy analysis, and will be analyzed off-site.	<input checked="" type="checkbox"/> MDH License(s) (copies of) <input checked="" type="checkbox"/> Letter signed by company officer listing the company's equipment <input checked="" type="checkbox"/> Project Experience & Reference(s)
2	General Air Monitoring	Includes but is not limited to pre-site analysis and on-site project management, testing and analysis (excludes asbestos air monitoring).	<input checked="" type="checkbox"/> Project Experience & Reference(s)
3	Asbestos Bulk Material Analysis	Analysis of bulk material collected as part of an inspection. Analysis must be conducted by laboratories accredited according to Minnesota Rules 4620.3460.	<input checked="" type="checkbox"/> MDH License(s) (copies of) <input checked="" type="checkbox"/> Letter signed by company officer indicating compliance with this criterion <input checked="" type="checkbox"/> Project Experience & Reference(s)
4	Fungal Investigation and Sampling	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for fungal organism concerns.	<input checked="" type="checkbox"/> Project Experience & Reference(s)
5	General Environmental Condition Evaluations	Evaluations of workplace issues that could include regulatory requirements of the EPA, Minnesota Pollution Control Agency, or Minnesota Department of Labor and Industry's Occupational Safety and Health Administration (OSHA). Examples of these conditions could include, but are not limited to, the evaluation of suspect chemical fluids, PCB containing items, hazardous materials, mercury and underground storage tanks (UST).	<input checked="" type="checkbox"/> Project Experience & Reference(s)

6	HVAC Evaluation	Investigation, sampling, evaluating, reporting, and providing corrective recommendations and designs for HVAC system conditions that could adversely affect indoor air quality in state buildings. Such recommendations could include the measurement and certification of local ventilation exhaust units.	<input checked="" type="checkbox"/> Project Experience & Reference(s)
Category #	Service Name	Description	Submittal Requirement
7	Indoor Air Quality Assessment	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for indoor air quality concerns. Such sampling is required to be done using recognized Industrial Hygiene standards, and could include, but not be limited to, noise, volatile compounds, particulates, chemical compounds, fumes, and other workplace contaminants.	<input checked="" type="checkbox"/> Project Experience & Reference(s)
8	Lead in Paint Sampling	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for lead concerns. Such sampling is to be conducted by companies and individuals credentialed by the Minnesota Department of Health and by use of the requirements provided in Minnesota Rules 4761.2550 through 4761.2570.	<input checked="" type="checkbox"/> MDH License(s) (copies of) <input checked="" type="checkbox"/> Project Experience & Reference(s)
9	Hazardous Material Surveys with Electronic Database of Information	Conduct surveys for suspect asbestos containing, or other hazardous materials, building and site materials and provide corrective recommendations. Information must be put into an electronic format, and electronic data must be converted to portable document format (pdf) on CD-R media. Asbestos surveys and management plans are to be performed by individuals credentialed by the Minnesota Department of Health and by use of the requirements provided in Minnesota Rules, parts 4620.3460 and 4620.3470.	<input checked="" type="checkbox"/> MDH License(s) (copies of) <input checked="" type="checkbox"/> Project Experience & Reference(s)
10	Not Used	N/A	N/A
11	Other Hazardous Material Industrial Hygiene Services	Investigation, sampling, evaluating, reporting, and providing corrective recommendations for other hazardous material concerns.	<input checked="" type="checkbox"/> Project Experience & Reference(s)

Minnesota Department of Health

has authorized

Carlson McCain

248 Apollo Drive Ste 100

Lino Lakes, Minnesota 55014

in accordance with Minnesota Statutes, section 144.9505 and Minnesota Rules, part 4761.2200,
to practice in the State of Minnesota as a

Certified Lead Firm

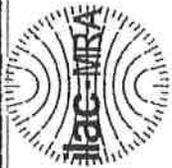
License No: LF4238

Expires 05/16/2013

This certificate is nontransferable.



Linda B. Bruemmer, Director
Division of Environmental Health



AIHA
Laboratory Accreditation
Programs, LLC

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

EMSL Analytical, Inc.

14375 23rd Avenue North, Minneapolis, MN 55447
Laboratory ID: 163162

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC accreditation to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories* in the following:

LABORATORY ACCREDITATION PROGRAMS

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> INDUSTRIAL HYGIENE | Accreditation Expires: |
| <input checked="" type="checkbox"/> ENVIRONMENTAL LEAD | Accreditation Expires: 03/01/2013 |
| <input checked="" type="checkbox"/> ENVIRONMENTAL MICROBIOLOGY | Accreditation Expires: 03/01/2013 |
| <input type="checkbox"/> FOOD | Accreditation Expires: |

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached **Scope of Accreditation**. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2005 and AIHA-LAP, LLC requirements. This certificate is not valid without the attached **Scope of Accreditation**. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current Scope.

Christine Powell

Christine Powell

Chairperson, Analytical Accreditation Board

Revision 10: 01/13/2011

Cheryl O. Morton

Cheryl O. Morton

Director, AIHA Laboratory Accreditation Programs, LLC

Date Issued: 02/01/2011



AIHA Laboratory Accreditation Programs, LLC SCOPE OF ACCREDITATION

EMSL Analytical, Inc.
14375 23rd Avenue North, Minneapolis, MN 55447

Laboratory ID: 163162
Issue Date: 02/01/2011

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or revocation. A complete listing of currently accredited Environmental Microbiology laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>

Environmental Microbiology Laboratory Accreditation Program (EMLAP)

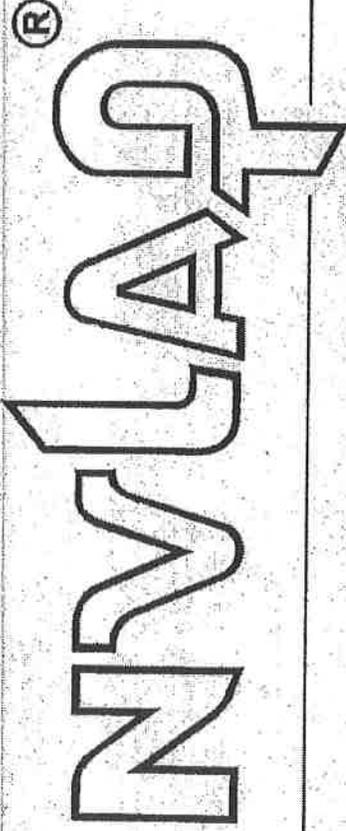
Initial Accreditation Date: 11/01/2006

EMLAP Category	Field of Testing (FoT)	Method	Method Description <i>(for internal methods only)</i>
Fungal	Air - Direct Examination	05-TP-003.5	Standard Operating Procedure for the Analysis of Airborne Fungal Spores, Hyphal Fragments, Pollen, Insect Fragments, Skin Fragments and Fibrous Particulate by Optical Microscopy of Spore Trap Samples

The laboratory participates in the following AIHA-LAP, LLC-approved proficiency testing programs:

- Fungal Culturable
- Bacterial Culturable
- Fungal Direct Examination

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200019-0

EMSL Analytical, Inc.
Minneapolis, MN

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:

BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2012-04-01 through 2013-03-31

Effective dates



David F. Alderman

For the National Institute of Standards and Technology



**National Voluntary
Laboratory Accreditation Program**



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

EMSL Analytical, Inc.
14375 23rd Avenue North
Minneapolis, MN 55447
Ms. Rachel Travis
Phone: 763-449-4922 Fax: 763-449-4924
E-Mail: rtravis@emsl.com
URL: <http://www.emsl.com>

BULK ASBESTOS FIBER ANALYSIS (PLM)

NVLAP LAB CODE 200019-0

NVLAP Code Designation / Description

18/A01 EPA-600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples

2012-04-01 through 2013-03-31

Effective dates

David F. Alderman

For the National Institute of Standards and Technology

Exhibit D1
State/Consultant Basic Services
Insurance Requirements

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

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

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

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

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

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

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

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

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

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

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Other; if applicable, please list _____

State of Minnesota named as an Additional Insured

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

Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

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

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor's performance under this contract;
- Contractor's policy(ies) and Certificate(s) of Insurance shall contain a provision that coverage afforded under the policy(ies) shall not be cancelled without at least thirty (30) days advanced written notice to the State of Minnesota;
- Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- If Contractor is self-insured, a Certificate of Self-Insurance must be attached;
- Contractor's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

Exhibit E

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

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

Your response will be rejected unless your business:

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

—or—

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

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: Chapson McCarroll, Inc. Date: 6-27-12
Authorized Signature: [Signature] Telephone number: (763) 489-7900
Printed Name: Wade A. Carlson Title: President

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

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

TC Metro: (651) 296-5663

Toll Free: 800-657-3704

Web: www.humanrights.state.mn.us

Fax: (651) 296-9042

TTY: (651) 296-1283

Email: employerinfo@therightsplace.net

Exhibit F

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

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

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

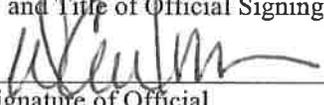
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

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

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

Carlson McCann, Inc
Organization Name

Wade A. Carlson - President
Name and Title of Official Signing for Organization

By: 
Signature of Official

10-27-12
Date

Exhibit I

STATE OF MINNESOTA AFFIDAVIT OF NONCOLLUSION

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the Professional Industrial Hygiene Services 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: Carlson McCann, Inc.

Authorized Representative (Please Print) Wade A. Carlson

Authorized Signature: [Signature]

Date: 6/27/12

Subscribed and sworn to me this 27th day of June

Notary Public Kelly A. Street

My commission expires: 1-31-2014

