STATE OF MINNESOTA

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

RECS Project ID.:	**N/A**	**Project Mgr.:**	**Bee Yang**	**Contract Specialist:**	**Sherry Van Horn**
		Control No.	**48090**	**RFP Event ID (if applicable)**	**2-2514**
Project Name :	**Asbestos and Other Hazardous Material Remediation Design Master Contract**				

Total Amount of Contract: **N/A**	Amount of Contract First FY:	Vendor Number: **0000207361**
Category Code:	Category Code:	Category Code:
Account:	Account:	Account:
Amount: **N/A**	Amount:	Amount:

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

SWIFT Contract No: **T#14AHM/77296**

Number/Date/Entry Initials

SWIFT Order: _____

Number / Date/ See Signature Page

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

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

Contractor Name and Address: **Institute for Environmental Assessment, Inc.**
9201 West Broadway Ave. N
Brooklyn Park, MN 55445

Contract Execution Date: 05/01/2014

Contract End Date: 4/30/2019

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

Contact Person: **Mike Voss**
Contact Person Phone: **763.315.7900**
Contact Person Fax: **763.315.7920**
Contact Person Email: **mike.voss@ieasafety.com**

SWIFT Contract No. 77296
T-Number: 14AHM
Control Number: 48090

STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
MASTER CONTRACT
ASBESTOS AND OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Institute for Environmental Assessment, Inc., 9201 West Broadway Ave. North, Brooklyn Park, MN 55445-1924 ("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 asbestos and other hazardous material remediation design services.
3. The Consultant represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

Master Contract

1 Term of Master Contract

1.1 ***Effective Date*:** The date the State obtains all required signatures under Minnesota Statute§ 16C.05, subd. 2. **The Consultant must not accept work under this master contract until this master contract is fully executed and the Consultant has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.**

1.2 ***Work Order Contracts.*** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.

1.3 ***Expiration Date*:** April 30, 2019.

1.4 ***Survival of Terms.*** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 18. Data Disclosure.

2 Scope of Work

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

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

- Site inspections to develop proposals for design.
- Remediation drawings, specifications, and public bidding.
- Emergency response process.
- Project management, construction administration, and final project report.
- Other related services

Asbestos and other hazardous material abatement projects have three stages of services: remediation design, industrial hygiene services and abatement work. The remediation designer, the industrial hygiene services consultant, and the abatement contractor will be three different entities on a given project. The State reserves the right to use the same Responder for design and industrial hygiene services when it is in the best interest of the State.

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. All costs will follow the Consultant's fee schedule attached as Exhibit B and incorporated into this agreement. The Consultant may revise its fee schedule once a year after June 30, 2015. However, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date an amendment to this Agreement is fully executed.

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

If included in hourly rates, travel and subsistence expenses actually and necessarily incurred by the Consultant as a result of any work order contract will be in same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the commissioner of Employee Relations. A copy of the Commissioner's Plan is available on the web at: http://www.mmb.state.mn.us/comp-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. If during the course of the work, it is determined that subconsultant(s) are needed, their costs, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost.

4.2. ***Payment***

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

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

5 Conditions of Payment

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

6 Authorized Representatives and Project Managers

The State's Authorized Representative for this master contract is Sherry Van Horn, Contracts Specialist, 651.201.2376 or Gordon Christofferson, Project Operations Manager, 651.201.2380, or his/her successor, and has the responsibility to monitor the Consultant's performance.

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

The Consultant's Authorized Representative is Mike Voss, 763.315.7900. 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 StatuteCh. 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. N*otification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Consultant, including its employees and subConsultants, in the performance of the work order contract, the Consultant will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) *Consequences.* The consequences for the Consultant's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

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

12 Workers' Compensation and Other Insurance

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

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

13 Publicity and Endorsement

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

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

14 Governing Law, Jurisdiction, and Venue

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

15 Payment to Subconsultants

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

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

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

17 Termination

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

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

18 Data Disclosure

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

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

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

20 Schedule of Exhibits

The following exhibits are attached and incorporated into this Master Contract.
Exhibit A: Sample Work Order
Exhibit B: Fee Schedule
Exhibit C: Consultant's Qualifications
Exhibit D1: State Insurance Requirements
Exhibit E: Affirmative Action Certification
Exhibit F: Certification Regarding Lobbying
Exhibit G: Not Used
Exhibit H: Not Used
Exhibit I: Affidavit of Noncollusion

SWIFT Contract No. 77296
T-Number: 14AHM
Control Number: 48090

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 – Institute for Environmental Assessment, 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: JEFFREY J. ATHMANN
Title: CEO
Date: 4-25-14

2. STATE AGENCY – Department of Administration

By: _____
(with delegated authority)
Printed Name: Gordon Christofferson
Title: Project Operations Manager
Date: 4/30/14

3. COMMISSIONER OF ADMINISTRATION
As delegated to Materials Management Division

By: _____
Date: 05/01/2014

38670

Exhibit A

SAMPLE STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
WORK ORDER CONTRACT

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

Work Order Contract

1 Term of Contract

1.1 ***Effective date*:**_____, or the date the State obtains all required signatures under Minnesota Statute§ 16C.05, subdivision 2, whichever is later.
The Consultant must not begin work under this contract until this contract is fully executed and the Consultant has been notified by the State's Authorized Representative to begin the work.

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

2 Consultant's Duties

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

3 Consideration and Payment

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

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

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

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

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

4 Project Managers

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

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

SIGNATURES AS REQUIRED BY THE STATE.

Exhibit B

2014 State of Minnesota Department of Administration, Real Estate & Construction Services Professional Fee Schedule Effective May 2014

BROOKLYN PARK OFFICE
9201 W. Broadway, #600
Brooklyn Park, MN 55445
763.315.7900

MANKATO OFFICE
610 N. Riverfront Drive
Mankato, MN 56001
507.345.8818

ROCHESTER OFFICE
210 Wood Lake Drive SE
Rochester, MN 55904
507.281.6664

OMAHA OFFICE
7887 L Street
Ralston, NE 68127
402.339.6240

FOR MORE INFORMATION:
www.ieainstitute.com
info@ieainstitute.com
800.233.9513

IEA's services will be billed at the following rates per hour:

Project Design

• Senior Project Manager	$81.00
• Computer-Aided Drafting (CAD)	$55.00
• Administrative Support	$50.00

Professional/Technical Staff

• Certified Industrial Hygienist	$98.00
• Professional Engineer	$98.00
• Senior Air Quality Investigator/Air Quality Investigator	$75.00
• Senior Environmental Technician/Environmental Technician	$73.00

Lab Fees

Asbestos Laboratory Services provided by: EMSL Analytical Laboratory

Fungal Laboratory Services provided by: EMLab P&K, LLC

Industrial Hygiene Laboratory Services provided by: Liberty Mutual Industrial Hygiene Laboratory

Laboratory fees will be approved by the State's Project Manager, and will be negotiated as an additional service at 1.0 times our cost.

© IEA, Inc. 2014

EXHIBIT C1 - QUALIFICATIONS PROPOSAL (PASS/FAIL Requirements)

1. List the name of at least one employee you have identified in Exhibit C2, Section 5.0, who has a current license issued by Minnesota Department of Health (MDH) to perform asbestos remediation design services.

Name of Individual	Title
Michael Voss	Senior Project Manager

2. Licensed employee identified in item 1. above must have completed at least 10 asbestos remediation design projects during the period of July 1, 2010 to December 31, 2013. List completed projects:

1. Project Name: Milwaukee VA Medical Center Building 111 Renovate X-Ray 5CN — Date Completed: 12/15/2013
2. Project Name: St. Francis Multi-Site Summer 2013 Asbestos Removal — Date Completed: 08/13/2013
3. Project Name: Mora High School Summer 2013 Asbestos Removal — Date Completed: 06/05/2013
4. Project Name: Mounds View High School Summer 2013 Boiler Room Abatement — Date Completed: 08/14/2013
5. Project Name: Cambridge-Isanti Adult Enrichment Center 2013 Asbestos Removal — Date Completed: 06/06/2013
6. Project Name: Fridley Middle School Summer 2012 Asbestos Removal — Date Completed: 06/29/2012
7. Project Name: Parker Elementary School Spring/Summer 2012 Asbestos Removal — Date Completed: 06/25/2012
8. Project Name: Cambridge-Isanti High School Summer 2012 Asbestos Removal — Date Completed: 06/22/2012
9. Project Name: Rocori Middle School Spring/Summer 2011 Asbestos Removal — Date Completed: 08/23/2011
10. Project Name: Cedar Riverside People's Center 2010/2011Asbestos Removal — Date Completed: 04/25/2011

3. Responder's primary business is asbestos remediation design and/or other hazardous materials.

___X__Yes _____No

and

3a. Responder ~~is able to submit~~ has attached a certified financial statement that provides evidence that the Responder's primary business is at least 51% asbestos remediation design services. Primary business means 51% of business is asbestos remediation design services.

_____Yes _____No

or

3b. In lieu of certified financial statements, a notarized letter signed by an officer of the company is acceptable and is attached. The letter must indicate that a minimum of 51% of the company's income is derived from performing asbestos remediation design services and the company will provide financial records to substantiate the percentage should the State of Minnestoa request the records.

___X___Yes _____No

(Responder must be able to answer "Yes" to item 3. And "Yes" to either 3a. or 3b., as this is a pass/fail requirement.)

4. Responder is not an asbestos remediation designer for an asbestos and/or other hazardous material abatement contract. (Responder must be able to answer "Yes (Correct statement)" as this is a pass/fail requirement.)

___X___Yes (Correct statement) _____No (Incorrect statement)

EXHIBIT C2 - QUALIFICATIONS PROPOSAL

STATE OF MINNESOTA REAL ESTATE AND CONSTRUCTION SERVICES (State) Qualifications and General Requirements Information	1.a. PROJECT NAME (from RFP): RFP FOR MASTER CONTRACT FOR PROFESSIONAL SERVICES OF ASBESTOS AND OTHER HAZARDOUS REMEDIATION DESIGNERS 1.b. PROJECT LOCATION (from RFP): Various
2. RESPONDER's LEGAL NAME & ADDRESS (include 9-digit zip code): Institute for Environmental Assessment (IEA, Inc.) 9201 West Broadway Ave. North Brooklyn Park, MN 55445-1924 2a. COUNTY OF RESPONDER's LOCATION: Hennepin 2b. RESPONDER's STATE SWIFT VENDOR NO. : VN0000207361 2c. RESPONDER'S FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: 41-270974 2d. RESPONDER'S LEGAL STATUS (CORPORATION, PARTNERSHIP, OR SOLE PROPRIETOR): Filing Number: 2T-266 Entity Type: Domestic Corporation Original Date of Filing: 3/16/1976 Entity Status: Active Chapter: 302A Good Standing:	2e. DATE FIRM ESTABLISHED: March 16, 1976 2f. DATE FIRM STARTED TO PROVIDE ASBESTOS REMEDIATION DESIGN SERVICES: 1988 2g. % OF RESPONDER'S TOTAL BUSINESS FOR EACH OF THE FOLLOWING REMEDIATION DESIGN SERVICES: • ASBESTOS REMEDIATION DESIGN: __52___% • MOLD REMEDIATION DESIGN: ___1___% • DUCT CLEANING DESIGN: ___1___% • LEAD REMEDIATION DESIGN: ___2__% • OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN: ____1___%

3a. NAME & TITLE OF PERSON SIGNING PROPOSAL (see Section 11):	4. POINT OF CONTACT – IDENTIFY A SINGLE INDIVIDUAL TO WHOM THE STATE MAY DIRECT QUESTIONS OR SEND A PROJECT-SPECIFIC REQUEST FOR PROPOSAL AS NEEDED DURING THE TERM OF THE MASTER CONTRACT
Jeffrey Athmann Chief Executive Officer 3b. TELEPHONE NO. OF INDIVIDUAL IDENTIFIED IN 3a: 763-315-7900 3c. FAX NUMBER OF INDIVIDUAL IDENTIFIED IN 3a: 763-315-7920 3d. EMAIL ADDRESS OF INDIVIDUAL IDENTIFIED IN 3a: jeffrey.athmann@ieasafety.com 3e. RESPONDER'S WEBSITE ADDRESS (if available): www.ieasafety.com	4a. CONTACT PERSON'S NAME & TITLE: Mike Voss Senior Project Manager 4b. TELEPHONE NO. OF INDIVIDUAL IDENTIFIED IN 4a: 763-315-7900 4c. FAX NUMBER OF INDIVIDUAL IDENTIFIED IN 4a: 763-315-7920 4d. EMAIL ADDRESS OF INDIVIDUAL IDENTIFIED IN 4a: mike.voss@ieasafety.com

5. STAFF EXPERTISE. PROVIDE THE FOLLOWING INFORMATION FOR **EACH** EMPLOYEE OF THE RESPONSER WHO WILL PROVIDE THE ASBESTOS AND OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN SERVICES IDENTIFIED IN THIS RFP (complete this section for each employee providing services indicated):

a. NAME AND TITLE: **Mike Voss** **Senior Project Manager**	a. NAME AND TITLE: **Diedra Hudgens** **Senior Project Manager**
b. NAME OF LICENSE(S) AND CERTIFICATIONS ALONG WITH THEIR NUMBERS CURRENTLY ISSUED TO EMPLOYEE IDENTIFIED IN 5a. (Attach a copy of all licenses and certifications.): **MN Asbestos Project Designer AD3580** **MN Lead Risk Assessor LR514-Not Current**	b. NAME OF LICENSE(S) AND CERTIFICATIONS ALONG WITH THEIR NUMBERS CURRENTLY ISSUED TO EMPLOYEE IDENTIFIED IN 5a. (Attach a copy of all licenses and certifications.): **MN Asbestos Project Designer AD3527** **MN Lead Project Designer LD504**
c. FOR EACH OF THE FOLLOWING HAZARDOUS MATERIALS, PROVIDE NUMBER OF YEARS EMPLOYEE HAS PERFORMED REMEDIATION DESIGN SERVICES. (FOR ASBESTOS REMEDIATION DESIGN, PROVIDE NUMBER OF YEARS OF DESIGN PRIOR TO RECEIVING MDH LICENSE AND NUMBER OF YEARS OF DESIGN AFTER RECEIVING MDH LICENSE): • ASBESTOS – YEARS EXPERIENCE PRIOR TO MDH LICENSE: Zero YEARS EXPERIENCE AFTER MDH LICENSE: 12 • MOLD - YEARS EXPERIENCE: Zero • DUCT CLEANING – YEARS EXPERIENCE: Zero • LEAD YEARS EXPERIENCE: 5 • OTHER HAZARDOUS MATERIAL (describe) YEARS EXPERIENCE: Zero	c. FOR EACH OF THE FOLLOWING HAZARDOUS MATERIALS, PROVIDE NUMBER OF YEARS EMPLOYEE HAS PERFORMED REMEDIATION DESIGN SERVICES. (FOR ASBESTOS REMEDIATION DESIGN, PROVIDE NUMBER OF YEARS OF DESIGN PRIOR TO RECEIVING MDH LICENSE AND NUMBER OF YEARS OF DESIGN AFTER RECEIVING MDH LICENSE): • ASBESTOS – YEARS EXPERIENCE PRIOR TO MDH LICENSE: Zero YEARS EXPERIENCE AFTER MDH LICENSE: 12 • MOLD - YEARS EXPERIENCE: Zero • DUCT CLEANING – YEARS EXPERIENCE: Zero • LEAD YEARS EXPERIENCE: 12 • OTHER HAZARDOUS MATERIAL (describe) YEARS EXPERIENCE: Zero

5. STAFF EXPERTISE. PROVIDE THE FOLLOWING INFORMATION FOR **EACH** EMPLOYEE OF THE RESPONSER WHO WILL PROVIDE THE ASBESTOS AND OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN SERVICES IDENTIFIED IN THIS RFP (complete this section for each employee providing services indicated):

a. NAME AND TITLE: **Matt Lindberg** **Senior Project Manager**	a. NAME AND TITLE: **George Rosburg** **Senior Project Manager**
b. NAME OF LICENSE(S) AND CERTIFICATIONS ALONG WITH THEIR NUMBERS CURRENTLY ISSUED TO EMPLOYEE IDENTIFIED IN 5a. (Attach a copy of all licenses and certifications.): **MN Asbestos Project Designer AD3896**	b. NAME OF LICENSE(S) AND CERTIFICATIONS ALONG WITH THEIR NUMBERS CURRENTLY ISSUED TO EMPLOYEE IDENTIFIED IN 5a. (Attach a copy of all licenses and certifications.): **MN Asbestos Project Designer AD2481**
c. FOR EACH OF THE FOLLOWING HAZARDOUS MATERIALS, PROVIDE NUMBER OF YEARS EMPLOYEE HAS PERFORMED REMEDIATION DESIGN SERVICES. (FOR ASBESTOS REMEDIATION DESIGN, PROVIDE NUMBER OF YEARS OF DESIGN PRIOR TO RECEIVING MDH LICENSE AND NUMBER OF YEARS OF DESIGN AFTER RECEIVING MDH LICENSE): • ASBESTOS – YEARS EXPERIENCE PRIOR TO MDH LICENSE: Zero YEARS EXPERIENCE AFTER MDH LICENSE: 10 • MOLD - YEARS EXPERIENCE: Zero • DUCT CLEANING – YEARS EXPERIENCE: Zero • LEAD YEARS EXPERIENCE: Zero • OTHER HAZARDOUS MATERIAL (describe) YEARS EXPERIENCE: Zero	c. FOR EACH OF THE FOLLOWING HAZARDOUS MATERIALS, PROVIDE NUMBER OF YEARS EMPLOYEE HAS PERFORMED REMEDIATION DESIGN SERVICES. (FOR ASBESTOS REMEDIATION DESIGN, PROVIDE NUMBER OF YEARS OF DESIGN PRIOR TO RECEIVING MDH LICENSE AND NUMBER OF YEARS OF DESIGN AFTER RECEIVING MDH LICENSE): • ASBESTOS – YEARS EXPERIENCE PRIOR TO MDH LICENSE: Zero YEARS EXPERIENCE AFTER MDH LICENSE: 12 • MOLD - YEARS EXPERIENCE: Zero • DUCT CLEANING – YEARS EXPERIENCE: Zero • LEAD YEARS EXPERIENCE: Zero • OTHER HAZARDOUS MATERIAL (describe) YEARS EXPERIENCE: Zero

5. STAFF EXPERTISE. PROVIDE THE FOLLOWING INFORMATION FOR **EACH** EMPLOYEE OF THE RESPONSER WHO WILL PROVIDE THE ASBESTOS AND OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN SERVICES IDENTIFIED IN THIS RFP (complete this section for each employee providing services indicated):

a. NAME AND TITLE: **Michael Prusinski**	a. NAME AND TITLE: **Amy Satterfield**
b. NAME OF LICENSE(S) AND CERTIFICATIONS ALONG WITH THEIR NUMBERS CURRENTLY ISSUED TO EMPLOYEE IDENTIFIED IN 5a. (Attach a copy of all licenses and certifications.):	b. NAME OF LICENSE(S) AND CERTIFICATIONS ALONG WITH THEIR NUMBERS CURRENTLY ISSUED TO EMPLOYEE IDENTIFIED IN 5a. (Attach a copy of all licenses and certifications.):
c. FOR EACH OF THE FOLLOWING HAZARDOUS MATERIALS, PROVIDE NUMBER OF YEARS EMPLOYEE HAS PERFORMED REMEDIATION DESIGN SERVICES. (FOR ASBESTOS REMEDIATION DESIGN, PROVIDE NUMBER OF YEARS OF DESIGN PRIOR TO RECEIVING MDH LICENSE AND NUMBER OF YEARS OF DESIGN AFTER RECEIVING MDH LICENSE): • ASBESTOS – YEARS EXPERIENCE PRIOR TO MDH LICENSE: Zero YEARS EXPERIENCE AFTER MDH LICENSE: Zero • MOLD - YEARS EXPERIENCE: 5 • DUCT CLEANING – YEARS EXPERIENCE: 5 • LEAD YEARS EXPERIENCE: Zero • OTHER HAZARDOUS MATERIAL (describe) YEARS EXPERIENCE: Zero	c. FOR EACH OF THE FOLLOWING HAZARDOUS MATERIALS, PROVIDE NUMBER OF YEARS EMPLOYEE HAS PERFORMED REMEDIATION DESIGN SERVICES. (FOR ASBESTOS REMEDIATION DESIGN, PROVIDE NUMBER OF YEARS OF DESIGN PRIOR TO RECEIVING MDH LICENSE AND NUMBER OF YEARS OF DESIGN AFTER RECEIVING MDH LICENSE): • ASBESTOS – YEARS EXPERIENCE PRIOR TO MDH LICENSE: Zero YEARS EXPERIENCE AFTER MDH LICENSE: Zero • MOLD - YEARS EXPERIENCE: 15 • DUCT CLEANING – YEARS EXPERIENCE: 15 • LEAD YEARS EXPERIENCE: Zero • OTHER HAZARDOUS MATERIAL (describe) YEARS EXPERIENCE: Zero

6. PROJECT EXPERIENCE FOR EMPLOYEES IDENTIFIED IN SECTION 5 ABOVE. FOR EACH OF THE EMPLOYEES NAMED IN SECTION 5 ABOVE, PROVIDE PROJECT EXPERIENCE INFORMATION DURING THE PERIOD OF JULY 1, 2010 to DECEMBER 31, 2013 FOR 6a-6e BELOW.

EMPLOYEE NAME: Mike Voss

6a. **ASBESTOS REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: 34

PROVIDE THE FOLLOWING INFORMATION ON TEN (10) **COMPLETED** PROJECTS:

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
1. Milwaukee VA Medical Center Building 111 Renovate X-Ray 5CN	Design	$3,000	Unknown	2013
2. St. Francis Multi-Site Summer 2013 Asbestos Floor Tile Removal	Design, Project Management, & Air Monitoring	$10,000	$12,420	2013
3. Mora High School Summer 2013 Asbestos Floor Tile Removal	Design, Project Management, & Air Monitoring	$5,000	$3,695	2013
4. Mounds View High School Summer 2013 Boiler Room Abatement	Design, Project Management, & Air Monitoring	$14,500	$35,600	2013
5. Cambridge-Isanti Adult Enrichment Center 2013 Asbestos Pipe Insulation, Duct Insulation & Ceiling Tile Removal	Design, Project Management, & Air Monitoring	$14,000	$17,764	2013
6. Fridley Middle School Summer 2012 Asbestos Floor Tile Removal	Design, Project Management, & Air Monitoring	$5,000	$13,380	2012

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
7. Parker Elementary School 2012/2013 Asbestos Flooring and Interior Boiler Insulation Removal	Design, Project Management, & Air Monitoring	$16,200	$37,140	2013
8. Cambridge-Isanti High School Summer 2012 Asbestos Flooring and Pipe Insulation Removal	Design, Project Management, & Air Monitoring	$6,800	$28,275	2012
9. Rocori Middle School Spring/Summer 2011 Asbestos Removal	Design, Project Management, & Air Monitoring	$45,000	$266,958	2011
10. Cedar Riverside People's Center 2010/2011Asbestos Removal	Design, Project Management, & Air Monitoring	$20,000	$39,834	2011

EMPLOYEE NAME: Mike Voss

6b. **MOLD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6c. **DUCT CLEANING DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6d. **LEAD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6e. **OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN** (describe: PCBs, Mercury, etc.)
TOTAL NUMBER OF PROJECTS COMPLETED: Zero

MDH

ASBESTOS PROJECT DESIGNER

Certified by:
State of Minnesota
Department of Health
Expires: 04/12/2014

Michael T Voss
11135 Edgewood Cir N
Champlin, MN 55316

Director, Env. Health Div.

No AD3580 Issued: 04/19/2013

Certificate No: 5LM04121305PDR

Expiration Date: April 12, 2014

This is to certify that

Michael Voss

has attended and successfully completed an

ASBESTOS PROJECT DESIGNER 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

Hudson, WI on April 12, 2013

Examination Date: April 12, 2013

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

Training Instructor

6. PROJECT EXPERIENCE FOR EMPLOYEES IDENTIFIED IN SECTION 5 ABOVE. FOR EACH OF THE EMPLOYEES NAMED IN SECTION 5 ABOVE, PROVIDE PROJECT EXPERIENCE INFORMATION DURING THE PERIOD OF JULY 1, 2010 to DECEMBER 31, 2013 FOR 6a-6e BELOW.

EMPLOYEE NAME: Diedra Hudgens

6a. **ASBESTOS REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: 21

PROVIDE THE FOLLOWING INFORMATION ON TEN (10) **COMPLETED** PROJECTS:

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
1. Concord Elementary School HVAC Upgrade project. Removal included floor tile and pipe insulation	Design, Project Management, & Air Monitoring	$20,000	$36,000	2013
2. Orchard Lake Elementary School HVAC Upgrade project. Removal included floor tile and pipe insulation	Design, Project Management, & Air Monitoring	$3,500	$10,000	2013
3. South View Middle School Cafeteria and classroom remodel Removal included ceramic wall tile, ceiling tile mastic, floor tile and pipe insulation	Design, Project Management, & Air Monitoring	$16,800	$50,000	2012
4. Offutt Air force Base Hazardous materials specification for the removal of asbestos, lead, mold, PCB's, and mercury from the first and ground floors of the Ehrling Bergquist Building.	Design	$14,000	Unknown	2012
5. Grand Junction VA Medical Center Asbestos-containing building material within the 6th floor of the building, including the above ceiling plenum and penthouse areas	Design	$8,500	Unknown	2012

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
6. Iowa City VA Medical Center Renovate 8 East for Endoscopy and Cardiology Removal included floor tile and pipe insulation	Design	$8,000	Unknown	2012
7. Iowa City VA Medical Center Renovate Ward 4E and 5E Removal included floor tile and pipe insulation	Design	$10,300	Unknown	2012
8. Lakeville Multi-Site Asbestos Floor Tile Removal. Project included floor tile removal at 5 schools	Design, Project Management, & Air Monitoring	$26,000	$78,000	2010
9. Orono Public Schools Multi-Site HVAC Upgrade Project. Asbestos containing material were removed throughout the High School, Intermediate School and Schuman Elementary School	Design, Project Management, & Air Monitoring	$174,000	$431,000	2010
10. Shingle Creek Elementary School Asbestos-containing building material were removed throughout the building to prepare for building demolition	Design, Project Management, & Air Monitoring	$30,000	$110,000	2010

EMPLOYEE NAME: Diedra Hudgens

6b. **MOLD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6c. **DUCT CLEANING DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6d. **LEAD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: 6

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
1. Minneapolis VA Medical Center, Building 222 located in the Fort Snelling Campus Historic District. Lead-based paint removal and lead dust contamination clean-up throughout the four story warehouse building.	Design	$10,800	Unknown	2013

6e. **OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN** (describe: PCBs, Mercury, etc.)
TOTAL NUMBER OF PROJECTS COMPLETED: One

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
1. Offutt Air force Base Hazardous materials specification for the removal of asbestos, lead, mold, PCB's, and mercury from the first and ground floors of the Ehrling Bergquist Building.	Design	$14,000	Unknown	2012

MDH

ASBESTOS PROJECT DESIGNER

Certified by:
State of Minnesota
Department of Health
Expires: 11/05/2014

Diedra Hudgens-Geye
3932 Grand Ave S
Minneapolis, MN 55409

Director, Env. Health Div.

No AD3527 Issued: 11/12/2013

Certificate No: 5LM11051312PDR *Expiration Date: November 5, 2014*

This is to certify that

Diedra Hudgens-Geye

has attended and successfully completed an

ASBESTOS PROJECT DESIGNER 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 5, 2013
Examination Date: November 5, 2013

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

Training Instructor

Director, Env. Health Div.

MDH **LEAD**
Project Designer

Licensed by:
State of Minnesota
Department of Health

License No. LD504
Expires 10/25/2014

Diedra Hudgens-Geye
3932 Grand Ave S
Minneapolis, MN 55409

Diedra Hudgens-Geye

has completed the Minnesota-Approved
Lead Training course entitled:

Lead Project Designer Refresher Training
October 25, 2013

given by

Midwest Environmental Consulting, L.L.C.
125 Railroad Avenue SW, Mora MN 55051
Phone: 320-670-4054/763.691.0111

SUCCESSFULLY PASSED THE EXAMINATION ON October 25, 2013, IN Coon Rapids, MINNESOTA

IDENTIFICATION NUMBER: MEC/LPDR 0131
Expiration Date: October 25, 2014
MDH Approval Number: PDR-001

Course Director

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

6. PROJECT EXPERIENCE FOR EMPLOYEES IDENTIFIED IN SECTION 5 ABOVE. FOR EACH OF THE EMPLOYEES NAMED IN SECTION 5 ABOVE, PROVIDE PROJECT EXPERIENCE INFORMATION DURING THE PERIOD OF JULY 1, 2010 to DECEMBER 31, 2013 FOR 6a-6e BELOW.

EMPLOYEE NAME: Matt Lindberg

6a. **ASBESTOS REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: 25

PROVIDE THE FOLLOWING INFORMATION ON TEN (10) **COMPLETED** PROJECTS:

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
1. Minnesota State Colleges & Universities Ridgewater College ACM TSI, Floor Tile & Mastic, Duct Caulk Transite Removal Project	Design & Project Oversight	$13,000	$115,533.50	2013
2. Pequot Lakes Public Schools Ridgewater College ACM TSI, Floor Tile & Mastic, & Chalkboards Removal Project	Design, Project Management, & Air Monitoring	$45,600	$120,076	2013
3. First Lutheran Church – Little Falls Asbestos Floor Tile & Mastic, & TSI Removal Project	Design, Project Management, & Air Monitoring	$4,375	$10,920	2013
4. Shakopee Public Schools Sweeney Elementary School ACM Ceiling Tile & TSI Removal Project	Design, Project Management, & Air Monitoring	$21,900	$143,200	2012

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
5. Shakopee Public Schools Multi-Site ACM Ceiling Tile, TSI, & Floor Tile & Mastic Removal Project	Design, Project Management, & Air Monitoring	$10,000	$16,893	2012
6. Carmax ACM Ceiling Spray Removal Project	Design, Project Management, & Air Monitoring	$10,600	N/A	2012
7. Hopkins Public Schools Eisenhower Elementary ACM Ceramic Tile Removal Project	Design, Project Management, & Air Monitoring	$15,850	$37,420	2011
8. Lake City Public Schools Lincoln High School ACM Floor Tile & TSI Removal Project	Design, Project Management, & Air Monitoring	$27,500	$96,669	2011
9. Hopkins Public Schools Hopkins High School ACM Floor Tile & Mastic Removal Project	Design, Project Management, & Air Monitoring	$8,075	$12,885	2011
10. Minneapolis VA Medical Center 2010 Asbestos Remediation ACM Floor Tile & Mastic, TSI, Sheet Vinyl Transite Removal Project	General Management of Abatement – Design & Air Monitoring	$105,350	$120,900	2010

EMPLOYEE NAME: Matt Lindberg

6b. **MOLD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6c. **DUCT CLEANING DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6d. **LEAD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6e. **OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN** (describe: PCBs, Mercury, etc.)
TOTAL NUMBER OF PROJECTS COMPLETED: Zero

MDH

ASBESTOS PROJECT DESIGNER

Certified by:
State of Minnesota
Department of Health
Expires: 04/12/2014

Matthew A Lindberg
13573 Dan Patch Dr
Savage, MN 55378

Director, Env. Health Div.

No AD3896 **Issued: 04/19/2013**

Certificate No: 5LM04121303PDR

Expiration Date: April 12, 2014

This is to certify that

Matthew A. Lindberg

has attended and successfully completed an

ASBESTOS PROJECT DESIGNER
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

Hudson, WI on April 12, 2013
Examination Date: April 12, 2013

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

Training Instructor

6. PROJECT EXPERIENCE FOR EMPLOYEES IDENTIFIED IN SECTION 5 ABOVE. FOR EACH OF THE EMPLOYEES NAMED IN SECTION 5 ABOVE, PROVIDE PROJECT EXPERIENCE INFORMATION DURING THE PERIOD OF JULY 1, 2010 to DECEMBER 31, 2013 FOR 6a-6e BELOW.

EMPLOYEE NAME: George Rosburg

6a. **ASBESTOS REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: 15

PROVIDE THE FOLLOWING INFORMATION ON TEN (10) **COMPLETED** PROJECTS:

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
1. Blue Earth Area PS Middle School HVAC Renovation Pipe Insulation, ceiling tile adhesive and floor tile removal project	Design, Project Management, & Air Monitoring	$30,000	$95,000	2013
2. Montgomery Lonsdale High School Renovation Boiler room, ceiling spray, ceiling tile and floor tile removal project	Design, manage & air monitor asbestos project	$35,000	$125,000	2012
3. Albert Lea Public Schools-Hawthorne Elementary Boiler room, pipe Insulation, ceiling tile adhesive and floor tile removal project	Design, manage and air monitor asbestos project	$25,000	$95,000	2012
4. Albert Lea Public Schools- Brookside Center Pipe Insulation and floor tile removal project	Design, manage and air monitor asbestos project	$25,000	$85,000	2012

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
5. Blue Earth County- Nichols Building Pipe insulation and floor tile removal project	Design, manage and air monitor asbestos project	$35,000	$215,000	2012
6. Mankato Public Schools-Monroe Elementary Ceiling spray, pipe insulation and floor tile removal project	Design, manage and air monitor asbestos project	$15,000	$55,000	2011
7. Windom Public Schools- Highland Elementary Gymnasium wood floor and floor tile removal project	Design, manage and air monitor asbestos project	$14,000	$60,000	2011
8. Owatonna Public Schools- Lincoln Elementary	Design, manage and air monitor asbestos project	$10,000	$65,000	2010
9. Owatonna Public Schools- Wilson Elementary Boiler room abatement project	Design, manage and air monitor asbestos project	$10,000	$65,000	2010
10. Fairmont Public Schools- Five Lakes Dust insulation, pipe insulation, ceiling tile adhesive and floor tile removal project	Design, manage and air monitor asbestos project	$17,000	$75,000	2010

EMPLOYEE NAME: George Rosburg

6b. **MOLD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6c. **DUCT CLEANING DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6d. **LEAD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6e. **OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN** (describe: PCBs, Mercury, etc.)
TOTAL NUMBER OF PROJECTS COMPLETED: Zero

MDH

ASBESTOS PROJECT DESIGNER

Certified by:
State of Minnesota
Department of Health
Expires: 11/05/2014

George W Rosburg
302 Krason Dr
Madison Lake, MN 56063

Director, Env. Health Div.

No AD2481 **Issued: 11/12/2013**

Certificate No: 5LM11051313PDR

Expiration Date: November 5, 2014

This is to certify that

George Rosburg

has attended and successfully completed an

ASBESTOS PROJECT DESIGNER 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 5, 2013
Examination Date: November 5, 2013

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

Training Instructor

6. PROJECT EXPERIENCE FOR EMPLOYEES IDENTIFIED IN SECTION 5 ABOVE. FOR EACH OF THE EMPLOYEES NAMED IN SECTION 5 ABOVE, PROVIDE PROJECT EXPERIENCE INFORMATION DURING THE PERIOD OF JULY 1, 2010 to DECEMBER 31, 2013 FOR 6a-6e BELOW.

EMPLOYEE NAME: Amy Satterfield

6a. **ASBESTOS REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6b. **MOLD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Four

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
Bethel University-Edgren and Bodien Student Hall Mold Remediation	Identify remediation scope of work, design remediation RFQ, assist with contractor award, managed remediation and contractor, conducted final documentation.	$ 10,500	Unknown	2013

6c. **DUCT CLEANING DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6d. **LEAD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6e. **OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN** (describe: PCBs, Mercury, etc.)
TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6. PROJECT EXPERIENCE FOR EMPLOYEES IDENTIFIED IN SECTION 5 ABOVE. FOR EACH OF THE EMPLOYEES NAMED IN SECTION 5 ABOVE, PROVIDE PROJECT EXPERIENCE INFORMATION DURING THE PERIOD OF JULY 1, 2010 to DECEMBER 31, 2013 FOR 6a-6e BELOW.

EMPLOYEE NAME: Michael Prusinski

6a. **ASBESTOS REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6b. **MOLD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Two

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
1. Greiner Construction Remediation Coordination, Site Verification and Post Remediation 1800 Washington Avenue South Building	Conduct daily site review and scope of work oversight for remediation activities, documentation of site conditions, owner/contractor representative, conduct post remediation verification and documentation	$12,500	Unknown	2013

6c. **DUCT CLEANING DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: One

PROVIDE THE FOLLOWING INFORMATION ON ONE (1) **COMPLETED** PROJECT:

DESCRIPTION OF PROJECT	SCOPE OF RESPONSIBILITY	CONSULTANT FEE	CONSTRUCTION COST	YEAR COMPLETED
1. Anoka-Hennepin ISD #11 Roosevelt Middle School Main Office Ductwork Cleaning	Conduct daily site review and scope of work oversight for cleaning activities, documentation of site conditions, owner/contractor representative,	$1,140	$8,607	2013

6d. **LEAD REMEDIATION DESIGN** TOTAL NUMBER OF PROJECTS COMPLETED: Zero

6e. **OTHER HAZARDOUS MATERIAL REMEDIATION DESIGN** (describe: PCBs, Mercury, etc.)
TOTAL NUMBER OF PROJECTS COMPLETED: Zero

7. REFERENCES – PROVIDE THREE (3) PROJECT REFERENCES. IF POSSIBLE, INCLUDE AT LEAST ONE POLITICAL SUBDIVISION (FEDERAL, STATE, COUNTY, OR CITY) PROJECT.

PROJECT TITLE & SCOPE	DATE COMPLETED	CLIENT'S COMPANY NAME & MAILING ADDRESS	CLIENT'S CONTACT PERSON NAME, POSITION TITLE	CLIENT'S TELEPHONE NUMBER
1.**B.H. Whipple Federal Office Building** Beginning in 2009 IEA has been a member of the Architect/Engineer Design team for the B.H. Whipple Federal Office Building Modernization in Fort Snelling, Minnesota. IEA is responsible for identifying and developing the environmental design for asbestos, lead-based paint, and hazardous materials remediation. The B.H. Whipple Federal Office Building consists of 11 levels with approximately 660,000 square feet of floor space and a detached 2-level Motor Pool Building with approximately 70,000 square feet of space	2013	General Services Administration Great Lakes Region 1 Federal Drive Fort Snelling, MN 55111	Justin Weingartz Property Manager	(612) 875-8912
2. **Orono Public Schools** IEA serves as the environmental, health and safety consultant for Orono Public School District. IEA provided asbestos and lead inspections, project designs and management associated with the complete renovation and HVAC upgrade of the Orono High School, Orono Intermediate School and Schumann Elementary School.	2010	Orono Public Schools 685 Old Crystal Bay Road North Long Lake, MN 55356	Justin McCoy Buildings and Grounds Supervisor	(952) 449-8345
3. MNSCU- Ridgewater College IEA provided asbestos inspections, project design and management services associated with the Technical Instruction Lab Renovation Project located at the Ridgewater College Campus in Willmar, MN. IEA was responsible for identifying and developing the environmental design for asbestos remediation and provided project oversight through the duration of the project.	2013	Ridgewater College 2101 15th Avenue NW Wilmar, MN 56201	Kip Oveson Physical Plant Director Facilities	(320)-222-5205

8. **LICENSING REQUIREMENTS AND OBLIGATIONS** – PROVIDE A STATEMENT THAT SERVICES WILL BE PROVIDED IN COMPLIANCE WITH MINNESOTA DEPARTMENT OF HEALTH LICENSING REQUIREMENTS AND MINNESOTA STATUTES 326.70-326.81. RESPONDER'S EMPLOYEE(S) MUST HOLD A CURRENT LICENSE IN ORDER TO BE CONSIDERED FOR THIS RFP. IEA, Inc. will provide all design services in compliance with the Minnesota Department of Health Licensing Requirements and Minnesota Statutes 326.70-326.81
9. **COMPLIANCE WITH STATE'S MANUALS AND GUIDELINES** – PROVIDE A STATEMENT THAT RESPONDER HAS READ AND WILL PROVIDE SERVICES IN COMPLIANCE WITH THE CURRENT EDITION OF THE STATE'S COMPUTER AIDED DRAFTING (CAD) GUIDELINES. A COPY IS AVAILABLE ON STATE'S WEB SITE AT http://mn.gov/admin/business/vendor-info/construction-projects/Guidelines/. IEA, Inc. has read and will provide all design services in compliance with the current edition of the state's computer aided drafting (CAD) guidelines.

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

a. I have read and agree to the State Professional / Technical Services Master Contract (x) Yes ( ) No

b. A Certificate of insurance will be provided in accordance with State Professional / Technical Services Master Contract, if awarded project (x) Yes ( ) No

c. A signed Affidavit of Non-collusion is attached. (x) Yes ( ) No

d. A completed and signed Affirmative Action Data Page is included with this proposal (x) Yes ( ) No

e. Foreign outsourcing ( ) will (x) will not be involved in the delivery of contract services.

11. Authorized Signature:

(Signature of person identified in Section 2)

Jeffrey Athmann
(Typed Name)

Chief Executive Officer
(Typed Title)

3/21/14
Date:

Registration Number 2T-266

Date: 3/16/1976

(X) 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 (X) Other: S Corporation

MN Tax ID No. 6911318 FED Tax ID No. 41-270974

MN Vendor No. 0000207361
(required for contract)

END OF EXHIBIT C

March 27, 2014

Providing Trusted
Health & Safety Solutions

RE: Request for Proposal for Professional Services of
Asbestos and Other Hazardous Material Remediation Designers
Event ID: 2000002514

To Whom IT May Concern;

Mandatory Requirement – Item 4

Institute for Environmental Assessment, Inc. primary business is asbestos remediation design and/or other hazardous materials.

Asbestos remediation designs services include asbestos inspections, project management and monitoring associated with design projects.

Institute for Environmental Assessment's asbestos consulting services was 52.01% of our company's revenue in 2013. Consistently in 2012, our asbestos consulting services were 54.38% of revenues.

Institute for Environmental Assessment, Inc. will provide financial records to substantiate the percentage's shown above should the State of Minnesota request these documents.

Respectfully Submitted,

Jeffrey Athmann
CEO

City/County of Brooklyn Park/Hennepin
State of Minnesota
I certify this to be a complete, exact and true copy of the original document. Certified this 27 day of March, 2014
Michelle R Johnson Notary Public
My commission expires January 31, 2019

MICHELLE R JOHNSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2019

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

BROOKLYN PARK
9201 West Broadway, #600
Brooklyn Park, MN 55445
763-315-7900 / FAX 763-315-7920
800-233-9513

MANKATO
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818 / FAX 507-345-5301
800-233-9513

ROCHESTER
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664 / FAX 507-281-6695
800-233-9513

BRAINERD
13432 Elmwood Drive, Ste. #5
Baxter, MN 56425
218-454-0703 / FAX 218-454-0703
800-233-9513

OMAHA
7887 "L" Street
Ralston, NE 68127
402-339-6240 / FAX 402-339-7504
800-233-9513

Exhibit D1

State/Consultant Basic Services
Insurance Requirements

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

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

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

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

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

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

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

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

   The following coverages shall be included:

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

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

Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

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

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

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

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

C. Additional Insurance Conditions:

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

Exhibit D1

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

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

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

Exhibit E

State Of Minnesota – Affirmative Action Certification

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

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
–or–
has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

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

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

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: Institute for Environmental Assessment Date 2/10/2014

Authorized Signature: _____ Telephone number: 763.315.7900

Printed Name: Jeffrey J. Anderson Title: CEO

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				

Minnesota Department of
HUMAN RIGHTS

CERTIFICATE OF COMPLIANCE

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC. is hereby certified as a contractor by the Minnesota Department of Human Rights. This certificate is valid from 2/19/2013 to 2/19/2015.

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

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Kevin M. Lindsey, Commissioner

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.

Institute for Environmental Assessment, Inc.
Organization Name

Jeffrey J. Athmann, CEO
Name and Title of Official Signing for Organization

By: _____
Signature of Official

2/10/14
Date

Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Institute for Environmental Assessment Inc

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

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

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

Authorized Signature

Responder's firm name: Institute for Environmental Assessment Inc

Print authorized representative name: Jeffrey J. Ahlman Title: CEO

Authorized signature: Jeffrey J. Ahlman Date (mm/dd/yyyy): 02/10/2014

Notary Public

Subscribed and sworn to before me this:

10 day of February, 2014

Michelle R Johnson
Notary Public signature

01/31/2019
Commission expires (mm/dd/yyyy)

MICHELLE R JOHNSON
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2019