

**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 Techtron Engineering, 640 East Main Street, Anoka, MN 55303 ("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-commissioner> (click on "Commissioner's Plan" in the right side column. The Consultant will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

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 Michael Bodnar at 763.712.9502, mike@techtron.biz. 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/VerifySubCertForm.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 I: 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 – Techtron Engineering

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: Michael Bodnar
 Printed Name: Michael Bodnar
 Title: President
 Date: 7/26/12

2. STATE AGENCY – Department of Administration

By: Gordon Christofferson
 (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: John E. Nash
 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.

Exhibit B

TECHTRON

engineering inc.
environmental solutions

640 East Main Street
Anoka, MN 55303
Phone: 763.712.9502
Fax: 763.712.9504

www.techtron.biz

June 26, 2012

Ms. Sherry Van Horn, Contracts Supervisor
Real Estate and Construction Services
309 Administration Building
50 Sherburne Avenue
Saint Paul, MN 55155

re: Fee structure
Industrial Hygiene Services

Dear Ms. Van Horn

Following is the price proposal per your RFP for the Minnesota Industrial Hygiene Services Proposal
As you requested, following is our fee structure:

- | | |
|--|------------------|
| • All Personnel for all services | \$54.00 per hour |
| • PLM Asbestos Analysis (at Techtron Engineering) | \$9.00/layer |
| • PLM Asbestos Analysis (On-site Analyst w/ mobile laboratory) | \$72.00/hour* |
| • PCM Asbestos Analysis (on-site and at the laboratory) | \$6.00/sample |
| • Mold Analysis | \$24.00/sample |
| • Niton XRF for lead testing | \$22.00 per hour |

*NOTE: Price includes Analyst, mobile lab, and analysis of unlimited number of samples

We look forward to providing you with our services. Please call me at (763) 712-9502 with any questions.

Respectfully submitted,


Michael Bodnar, PE, CIH

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): Techtron Engineering 640 East Main Street Anoka, MN 55303</p> <p>2a. COUNTY OF RESPONDER'S LOCATION: Anoka</p> <p>2b. DATE FIRM ESTABLISHED: July, 1988</p> | <p>2d. NAME, TITLE & TELEPHONE NUMBER PERSON SIGNING PROPOSAL (see Section 8): Michael Bodnar, President</p> <p>2e. RESPONDER'S (CONTACT) TELEPHONE NO.: 763 712-9502</p> <p>2f. RESPONDER'S FAX NUMBER: 763 712-9504</p> <p>2g. RESPONDER'S EMAIL ADDRESS: mike@techtron.biz</p> |
| <p>3. RESPONDER'S STATEMENT OF INTEREST TO PERFORM THE SERVICES AS INDICATED IN THE RFP:</p> <p>Techtron Engineering has steadily grown at a slow pace under the fundamental principle that we will not sacrifice quality of work for short term gratification. Based on this philosophy, we have NEVER laid-off an employee and have never failed to satisfactorily complete a project. We are now in position to add the State of Minnesota as a client while conforming to our principles. It is for this reason that I am personally enthused and excited to provide you with our services.</p> <p>3a. RESPONDER'S STATEMENT ON AVAILABILITY TO START WORK PROMPTLY UPON EXECUTION OF CONTRACT AND TO PROMPTLY DELIVER SERVICES:</p> <p>Techtron Engineering is able to start multiple work projects immediately upon execution of contract. We specialize in providing prompt service and quick turnaround on a variety of projects.</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.</p> <p>Techtron Engineering is able to work on several projects simultaneously partially due to the fact that we have seven employees who are able to analyze on-site air samples under the direction of our AIHA accredited laboratory. We have also thrived over the last 24 years in the Minneapolis area by having the ability to adapt to quick changing circumstances and having long-term employees trained on a broad range of industrial hygiene services.</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

Techtron Engineering shall comply with all applicable regulations concerning industrial hygiene, including MN Rules 4620.3300 through 3724. We have the experience, certification, and properly trained employees to perform all 11 categories listed in your RFP. In fact, we have an in-house AIHA accredited laboratory for asbestos bulk and air samples, and an in-house mold laboratory deemed proficient by the AIHA.

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.

Techtron Engineering has an in-house AIHA accredited laboratory for PCM and PLM asbestos analysis. All sampling and analysis will be done in accordance to MN Rules 4620.

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

| | |
|---|---|
| a. NAME AND TITLE: Michael Bodnar, President | a. NAME AND TITLE: Steven Bodnar |
| b. PROJECT ASSIGNMENT: Contract Manager | b. PROJECT ASSIGNMENT: Field Manager |
| c. NAME OF FIRM WITH WHICH ASSOCIATED: Techtron Engineering | c. NAME OF FIRM WITH WHICH ASSOCIATED: Techtron Engineering |

| | |
|---|---|
| <p>d. YEARS EXPERIENCE:</p> <p>WITH THIS FIRM: 23 WITH OTHER FIRMS: 2</p> | <p>d. YEARS EXPERIENCE:</p> <p>WITH THIS FIRM: 20 WITH OTHER FIRMS: 2</p> |
| <p>e. EDUCATION: DEGREE(S) & CERTIFICATIONS / YEAR / INSTITUTION [insert copies following this page]</p> <p>B.S. Environmental Engineering, Montana College of Mineral Science and Technology, 1985</p> | <p>e. EDUCATION: DEGREE(S) & CERTIFICATIONS / YEAR / INSTITUTION [insert copies following this page]</p> <p>Associated degree in Mechanical Drafting, Pittsburgh School of Drafting and Design, 1981</p> |
| <p>f. LICENSES & CERTIFICATIONS: YEAR / INSTITUTION [insert copies following this page]</p> <p>MN Licensed Professional Engineer since 1994 Board Certified Industrial Hygienist since 1993</p> | <p>f. LICENSES & CERTIFICATIONS: YEAR / INSTITUTION [insert copies following this page]</p> <p>MN Asbestos Inspector MN Asbestos Supervisor NIOSH 582 MN Lead Risk Assessor</p> |
| <p>g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE WORK CITED IN THIS RFP: [List projects in next section -6]</p> <p>Michael Bodnar oversees all projects, while also obtaining hands on experience on multi-million dollar projects ranging from asbestos abatement of power plants to HUD home inspections</p> | <p>g. EXPERIENCE AND QUALIFICATIONS RELEVANT TO THE WORK CITED IN THIS RFP: [List projects in next section -6]</p> <p>Mr. Bodnar has been performing asbestos inspections, asbestos analysis, and indoor air quality inspections and testing for over fifteen years for Techtron Engineering. He also supervised asbestos abatement for a Contractor which has been a valuable asset in dealing with contractors.</p> |

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.**

| | | | |
|--|---|---------------------------------|---|
| <p>a. CLIENT NAME, LOCATION, PROJECT TITLE, CLIENT CONTACT PERSON, TITLE, PHONE NUMBER, EMAIL ADDRESS (Completed by A/E of Record)</p> | <p>b. ACTUAL FINAL COMPLETION DATE MONTH/YR</p> | <p>c. TOTAL COST OF PROJECT</p> | <p>d. PROJECT REPRESENTS EXPERIENCE IN:</p> |
|--|---|---------------------------------|---|

GREGORY D. SCOVILL
Techtron Engineering
640 East Main Street
Anoka, MN 55303

- Involved with environmental and safety in the construction industry since 1986.
- Provided expertise required in construction and remediation projects.
- Expertise includes project management to safety oversight on construction projects.

PROFESSIONAL EXPERIENCE

Safety

2002 to Present - Techtron Engineering, Inc.

Xcel Energy - Jones Station Unit 3 Construction; 12-2010 to 7-2011; Site Safety Manager for the fast tract construction of a Siemens Series 6000 simple gas turbine generator.

Xcel Energy - Comanche Unit 3 Construction; 8-2008 to 8-2010; Site Safety Specialist for the construction of a super critical coal generation unit.

Xcel Energy – High Bridge Power Plant Demolition; 1-2008 to 8-2008; Remediation Contractor's Site Safety and Environmentalist for remediation phase of the plants demolition.

Ensured Contractors and sub-contractors' personnel are in compliance with OSHA 1926, Contractor's safety policies and contractual safety obligations. Observe workplace work practices of the workers for compliance with safety policies, perform audits of contractor's records and document such activities. Work with contractor's representative to find alternative work practices when in conflict with OSHA and corporate policies.

Performed on-site refresher training at various power plants in the Minnesota-Wisconsin area.

Environmental

2002 to Present - Techtron Engineering, Inc. – Project Manager - Duties include conducting Phase I Environmental Site Assessments; building inspections for the presence of lead, asbestos, mold and other hazardous materials for renovation/demolition. Preparing remediation and contractor safety specifications, contractor selection, project scheduling, coordinating on-site monitoring of contractor activities, coordinating sub-contractors activities, ensuring contractors compliance to contractual obligations, Minnesota Department of Health, MPCA, EPA, and OSHA regulatory regulations, generating final reports and project budgeting and invoicing. Conducted Indoor Air Quality Assessments. Performing Industrial Hygiene monitoring for a variety of issues in various types of environmental including but not limited to: asbestos, lead, radon, indoor air quality, noise, and chemical pollutants.

1993 to 2002 - Scovill & Associates, Inc. - Self-employed Environmental Consultant. Performed same duties as described under Rust Environmental.

1989 to 1993 - Rust Environmental and Infrastructure/SEC Donohue/ Pace, Inc.
(Environmental Consulting Company - Same group with Company name changes)

Project Designer/Manager - Duties included conducting Phase I and II Land and Building Inspection and Real Estate Assessments, Preparing remediation specifications, contractor selection, project scheduling, coordinating on-site monitoring (of contractor activities for Minnesota Department of Health, MPCA, EPA, and OSHA regulatory compliance), coordinating sub-contractors activities, generation of final reports and project budgeting and invoicing, conducting Facility Assessments for environmental safety and health, and asbestos concerns. Conducted Indoor Air Quality Assessments. Performed Informed Industrial Hygiene monitoring for a variety of issues in various types of environmental including but not limited to: asbestos, lead, radon, indoor air quality, noise, and chemical pollutants. Awareness and Respiratory Protection Training and Respirator Fit Tests.

CERTIFICATIONS (Present and Past)

Occupational Safety and Health Accident Prevention and Investigation
OSHA 10 Construction Safety
8 Hr. Std. First Aid, CPR, & AED
NIOSH 582
EPA Certified Asbestos Project Designer / Abatement Contractor/Supervisor
AHERA Certified Building Inspector
40 Hour Hazardous Waste Operations and Emergency Response
8 Hour Hazardous Waste Operations and Emergency Response Supervisor
EPA Certified Lead Inspector/Management Planner
Department Of Energy Site Training
RAD Training I and II
GERT Training - Superfund Site Application
Radon Measurement and Mitigation
Ham Radio License - KDOCLA

EDUCATION

Mankato State College, Mankato Minnesota
Durham College, Durham, California

PROJECT EXPERIENCE

Jones Station Unit 3 Construction – 6 month super-fast tract construction of a Siemens simple gas turbine unit, performed on site observation for compliance with OSHA regulations, contractor's safety policies and contractual obligations to safety issues. Worked with contractor's safety/personnel to resolve issues.

Comanche Unit 3 Construction - 2 years construction, super critical coal generation unit, performed on site observation for compliance with OSHA regulations, contractor's safety policies and contractual obligations to safety issues. Worked with contractor's personnel to resolved issues.

Health Partners Headquarters - 1.5 years renovation, performed site monitoring during hazardous materials abatement and demolition.

Walker Art Center - 1.5 year renovation, performed site survey, specification development, contractor selection, and project management during renovation.

Guthrie Theater demolition - performed site survey, specification development, contractor selection, and project management.

Marquette Plaza (formerly the Federal Reserve Building) - 3 years remediation/demolition/build out, performed project management for the remediation of hazardous materials during the renovation of the building.

Riverview Office Tower - \$1.2 million, 2 year renovation, performed project monitoring for the asbestos remediation phase of the project.

Chisago Lakes Hospital - 1.5 years asbestos and lead remediation project, performed project monitoring of contractor's activities

Weldon Springs Remediation, St. Charles, Missouri, a DOE Superfund Site – Participated in the study on the movement of radioactive waste (uranium and thorium) to the final entombment site.

Control Data Worldwide Headquarters / Ceridian – Performed asbestos survey of a 14 story occupied office building.

Orpheum Theater - \$17 million renovation of the theater. Performed site survey, specification development, contractor selection, and project management during remediation.

ASARCO, Helena, Montana – Participated in ventilation study on a lead processing plant

Jacksonville, Illinois County Landfill Closing – Monitored for hazardous waste release during contractor activities and conducted site safety meetings for contractor.

Minneapolis Community Development Agency - Surveyed over 200 homes and businesses for hazardous materials in condemned.

Summit Commercial Realty – Oversee the remediation of heavy metals in a former printing press facility.

-VITAE-

KENNETH N. KAKO
640 East Main Street
Anoka, MN 55303
(763) 712-9502

Mr. Kako's background has enabled him in providing effective solutions for project management, worker supervision, site safety, and regulatory compliance. He is also a strong member of the construction trade, with proven skills due to his dependability, honesty, and safe work practices.

WORK EXPERIENCE

2007 to Present - Techtron Engineering, Inc. – Safety Professional – Duties include project safety management regulatory compliance reviews, contractor safety compliance reviews, safety consulting, hazard recognition, and industrial hygiene.

2006 to 2007 - Viking Construction - Journeyman Carpenter. Responsibilities include remodel commercial offices and restaurants.

2000 to 2006 – Advantage Builders - Construction Superintendent – Managed company personnel and subcontractors, collected and evaluated proposals. Assisted with starting safety programs and provided weekly safety meetings.

2000 to Present – Volunteer fire fighter in communities of residency, currently Monticello, MN.

CERTIFICATIONS

Basic Safety Certificate through the National Safety Council
MN Licensed Asbestos Supervisor
Advanced Safety Certificate through the National Safety Council
OSHA 10 Construction Safety
OSHA 30 Construction Safety
8 Hr. Std. First Aid, CPR, & AED
Fire Fighter I
First Responder
Emergency Medical Technician

SIMILAR PROJECT EXPERIENCE

Xcel Riverside Repowering Project – On-site Safety Manager. Responsibilities include: Contractor safety compliance, site inspections, coordination and communication with Contractor's Safety Professionals, ensure OSHA compliance, review and approve of proposed Contractors' safety records and manuals, maintain compliance with Xcel's Contractor Safety System, hazard recognition, and maintain an overall safe working environment.

Xcel Sherco Power Plant – On-site Safety. Assisted on nights with site safety during an outage. Ensuring compliance of hazardous materials abatement and demolition. Responsibilities include: ensure compliance with OSHA, Xcel Contractor Safety System and contractor's safety plans.

EDUCATION

Minnesota Safety Council – Safety Certificates

Colorado Mountain College

- Fire Science Fire Fighter I
- Emergency Medical Technician
- Emergency Management Training

--Vitae--

Michael D. Bodnar, PE, CIH
President, Techtron Engineering
(763) 712-9502

EDUCATION AND DEGREES

Bachelor of Science, Environmental Engineering. Graduated from Montana College of Mineral Science and Technology in December, 1985.

PROFESSIONAL ACCREDITATIONS/TRAINING

Professional Engineer since 1992, Minnesota license #23342

Certified Industrial Hygienist (CIH) since 1992, American Board of Industrial Hygiene registration #6523

EXPERIENCE

President of Techtron Engineering, Inc.
July '88 through Present.

Responsible for:

1. Designing and managing construction safety and industrial hygiene programs;
2. Setting up laboratory Quality Control/Quality Assurance programs;
3. Performing Building Surveys and exposure risk assessments for lead, PCB's, ventilation, fugitive emissions, gases, fumes, mold, bacteria, dust;
4. Developing hazardous material inventory/response plans;
5. Designing demolition projects, writing job specifications and contract documents, setting up and/or attending pre-bid conferences and pre-construction meetings;
6. Project Management, coordinating and supervising Safety Professionals and Industrial Hygienists;
7. Designing report formats and writing Job-closeout-manuals, writing Risk Assessment and Building Survey reports;
8. Project Safety Management, Work Hazard Identification, and Worker Safety Awareness Training;
9. Writing and implementing EPA-mandated Quality Assurance Project Plans for hazardous materials abatement and building demolition and conducting public meetings;
10. Local, state, and federal permitting;
11. Designing engineering controls to minimize air emissions and worker exposure during demolition and hazardous materials abatement; and
12. Worker and Public exposure assessment, monitoring, and management.

PROJECT AND PERSONAL REFERENCES AVAILABLE ON REQUEST

-VITAE-

Steven J. Bodnar

Techtron Engineering
640 East Main Street
Anoka, MN 55303
(763) 712-9502

EMPLOYMENT EXPERIENCE

Techtron Engineering, Inc., Anoka, MN; 1990 to Present- Project Manager
Twin City Testing 1989-90 IHT – Industrial Hygienist
Hazardous Substance Abatement 1987 to 89 - Site Supervisor for hazardous materials abatement
U.S. Air Force 83-87 – Safety NCO and Foreman responsible for work crew

EDUCATION

USAF - Air Conditioning Controls
- CPR First Aid Trainer
- Air Conditioning and Refrigeration

Pittsburgh Technical Institute – Associates Degree in Specialized Mechanical Technology

QUALIFICATIONS

- Experience with lead, mercury, and asbestos sampling and analysis.
- Experience with Health and Safety Programs for General Industry & Construction Industry.
- On-site safety, design, and management of renovation/demolition projects
- Proficient in Microsoft Office software and writing technical reports.

CERTIFICATIONS

POSH Certificate
OSHA 30 Hour
OSHA 10 Hour
NIOSH 582
Asbestos Site Supervisor
Asbestos Inspector

REFERENCES/PROJECTS

Available upon request



Minnesota Department of Health
Environmental Laboratory Accreditation Program

Issues accreditation to

State Laboratory ID: 027-053-300

Techtron Engineering, Inc.
640 East Main Street
Anoka, MN 55303

for fields of testing listed on the laboratory's accompanying Scope of Certification
in accordance with the provisions in Minnesota Laws and Rules.

Continued accreditation is contingent upon successful on-going compliance with Minnesota Statutes 144.97 to 144.98, 2003 NELAC
Standard and applicable Minnesota Rules 4740.2010 to 4740.2120. The laboratory's Scope of Certification cites the specific
programs, methods, analytes and matrices (i.e. fields of testing) for which MDH issues this accreditation.

This certificate is valid proof of accreditation only when associated with its accompanying Scope of Certification.

The Scope of Certification and reports of on-site inspections are on file at the Minnesota Department of Health,
601 Robert Street North, Saint Paul, Minnesota. Customers may verify the laboratory's accreditation status in
Minnesota by contacting MN-ELAP at (651) 201-5200.

Effective Date: 10/14/2011

Expires: 12/31/2012

Susan R. Wyatt, MN-ELAP Supervisor

Certificate Number: 327210





*Environmental Laboratory Certification Program
 Scope of Certification
 Certified Minnesota Environmental Laboratories*

**THIS LISTING OF CERTIFIED FIELDS OF TESTING MUST BE
 ACCOMPANIED BY CERTIFICATE NUMBER: 327210**

State Laboratory ID: 027-053-300

EPA Lab Code: MN01013

Expiration Date: 12/31/2012

Issue Date: 10/14/2011

Techtron Engineering, Inc.
 640 East Main Street
 Anoka, MN 55303

Safe Drinking Water Program

Colitag®

Preparation Techniques: N/A

| Program | Method | Analyte | Matrix | Primary | SOP |
|---------|----------|------------------|--------|---------|-----|
| SDWP | Colitag® | Escherichia coli | DW | MN | |
| SDWP | Colitag® | Total coliforms | DW | MN | |

SM 4500-NO3⁻ D-97

Preparation Techniques: N/A

| Program | Method | Analyte | Matrix | Primary | SOP |
|---------|-------------------------------|---------|--------|---------|-----|
| SDWP | SM 4500-NO3 ⁻ D-97 | Nitrate | DW | MN | |

Note: Method beginning with "SM" refer to the approved editions of Standard methods for the Examination of Water and Wastes. Approved methods are listed in the applicable parts of Title 40 of the Code of Federal Regulations (including its subsequent Federal Register updates), MN Statutes and Rules, and state-issued permits.

M&J Environmental Institute

16304 70th Avenue North, Maple Grove, Minnesota 55311

Phone: (612) 730-1728 Fax: (763) 657-0983

8 Hour Initial - English

Certificate of Attendance and Successful Completion

Lead Safety for Renovation, Repair, and Painting; Includes Lead

No Energy; N/A

License Number:

Per 40 CFR Part 745.225

Andrew Turbitt

Certified
Renovator

11948 London Street Northeast, Blaine, Minnesota, 55449

Certificate Number: R-1-18315-12-02350

Course Date: 01/26/2012

Industry: Residential Building
Contractor/ Remodeler/ Roofer

Examination Date: 01/26/2012

Course Number: M1013817N

Expiration Date: 01/26/2017

Michael Esaw

Sponsor Name

Michael Esaw 1-26-12

Sponsor Signature

Date





LEAD
Risk Assessor

Licensed by:
State of Minnesota
Department of Health
License No. LR3165
Expires 03/05/2013

Andrew D Turbitt
11948 London St NE
Blaine, MN 55449



Frank J. Buerger
Director, Env. Health Div.



ASBESTOS
INSPECTOR

Certified by:
State of Minnesota
Department of Health

Expires: 10/14/2012

Andrew D Turbitt
11948 London St NE
Blaine, MN 55449

Jackie Brunner
Director, Env. Health Div.

No. A110482 Issued: 10/24/2011

Mold Inspector Training

Has successfully completed a 90 hour training in mold inspections

Andy Turbitt

Given by Michael D. Bodnar, CIH

Techtron Engineering Inc.

This 1st Day of November 2006



Michael D. Bodnar

Signature



Making our World Safer[®]

Advanced Safety Certificate

In Recognition of Your Achievements in Continuous Learning
and Dedication to Occupational Safety and Health

Steve Bodnar

has successfully completed
The National Safety Council's
Advanced Safety Certificate

December 2008

Janet Froetscher
President & CEO
National Safety Council



AIHA

Laboratory Accreditation
Programs, LLC

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

Techtron Engineering, Inc.

640 East Main Street, Anoka, MN 55303

Laboratory ID: 101106

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

- INDUSTRIAL HYGIENE**
- ENVIRONMENTAL LEAD**
- ENVIRONMENTAL MICROBIOLOGY**
- FOOD**

Accreditation Expires: 10/01/2013

Accreditation Expires:

Accreditation Expires:

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

Cheryl O. Morton

Cheryl O. Morton

Director, AIHA Laboratory Accreditation Programs, LLC

Revision 11: 01/13/2011

Date Issued: 10/01/2011



AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

Techtron Engineering, Inc.
640 East Main Street, Anoka, MN 55303

Laboratory ID: **101106**
Issue Date: 10/01/2011

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 Industrial Hygiene laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>

Industrial Hygiene Laboratory Accreditation Program (IHLAP)

Initial Accreditation Date: 04/15/1998

| IHLAP Scope Category | Field of Testing (FoT) | Technology sub-type/ Detector | Published Reference Method/ Title of In-house Method | Method Description or Analyte <i>(for internal methods only)</i> |
|---------------------------------------|----------------------------------|----------------------------------|---|---|
| Asbestos/Fiber Microscopy Core | Polarized Light Microscopy (PLM) | | EPA 600/R-93/116 | |
| | Phase Contrast Microscopy (PCM) | | NIOSH 7400 A | |

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

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> AIHA-PAT Programs, LLC IHPAT Metals <input type="checkbox"/> AIHA-PAT Programs, LLC IHPAT Organic Solvents <input type="checkbox"/> AIHA-PAT Programs, LLC IHPAT Silica <input type="checkbox"/> AIHA-PAT Programs, LLC IHPAT Diffusive Sampler (3M) <input type="checkbox"/> AIHA-PAT Programs, LLC IHPAT Diffusive Sampler (SKC) <input type="checkbox"/> AIHA-PAT Programs, LLC IHPAT Diffusive Sampler (AT) <input checked="" type="checkbox"/> AIHA-PAT Programs, LLC IHPAT Asbestos <input checked="" type="checkbox"/> AIHA-PAT Programs, LLC Bulk Asbestos (BAPAT) <input type="checkbox"/> AIHA-PAT Programs, LLC Beryllium (BePAT) <input type="checkbox"/> HSE Workplace Analytical Scheme for Proficiency (WASP) (Formaldehyde) | <ul style="list-style-type: none"> <input type="checkbox"/> HSE Workplace Analytical Scheme for Proficiency (WASP) (Thermal Desorption Tubes) <input type="checkbox"/> Pharmaceutical Round Robin <input type="checkbox"/> Compressed/Breathing Air Round Robin <input type="checkbox"/> National Voluntary Laboratory Accreditation Program (NVLAP - determined at the time of site assessment) <input type="checkbox"/> New York State Department of Health (NYS DOH – PCM and TEM) <input type="checkbox"/> ERA Air and Emissions standards for indoor air quality <input type="checkbox"/> Institut für Arbeitsschutz der Deutschen Gesetzlichen Unfallversicherung (IFA, formerly BGIA) <input type="checkbox"/> Institut de Recherche Robert-Sauvé en Santé et en Sécurité du Travail (IRSST) |
|---|---|

Certificate No: 5LM03071213SR

Expiration Date: March 7, 2013

This is to certify that

Andrew Turbitt

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.

White Bear Lake, MN on March 7, 2012

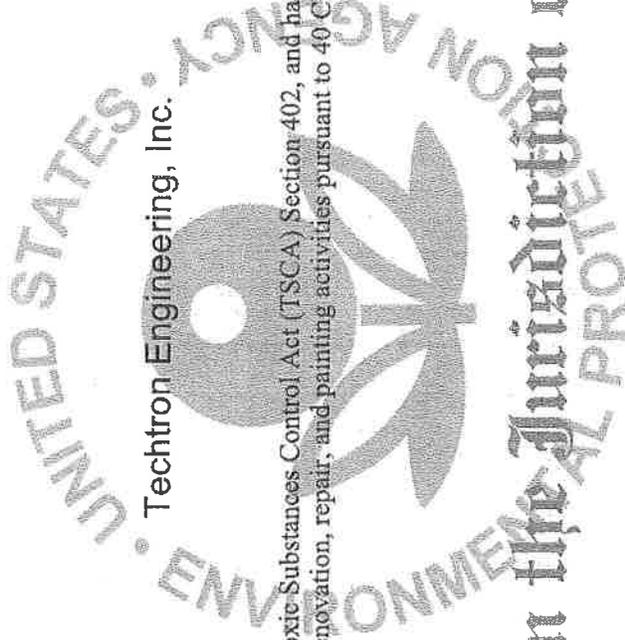
Examination Date: March 7, 2012

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


Training Instructor

United States Environmental Protection Agency

This is to certify that



Techtron Engineering, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires January 2, 2016

NAT-98051-1

Certification #

December 27, 2010

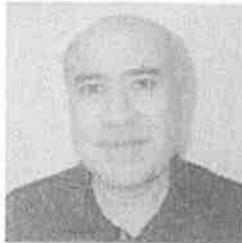
Issued On

A handwritten signature in cursive script that reads 'Michelle Price'.

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch





MDH LEAD
Risk Assessor

Licensed by:
State of Minnesota
Department of Health

License No. LR2780
Expires 03/07/2012

George V Ghanem
324 N 4th St
Stillwater, MN 55082

George V Ghanem
Director, Env. Health Div.



eTraining, Inc.

Certificate of Completion

This certifies that

Thomas Perry

has recieved 40 hours of training for sucessfully completing the

OSHA 40 Hour Hazwoper

29 CFR 1910.120/1926.65

May 31, 2012

Certificate Number: 22577

www.etraintoday.com

Niall O'Malley, President

Larry A. Baylor, VP Content Development

Certificate No: SLM07121105SR

Expiration Date: July 12, 2012

This is to certify that
Kenneth Kako
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.
White Bear Lake, MN on July 12, 2011
Examination Date: July 12, 2011

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


Training Inspector

THE NATIONAL ENVIRONMENTAL TRAINERS

Michael Bodnar

has satisfactorily passed an exam and completed a training course entitled
Mold Remediation Contractor

meeting the guidelines ICCRC S520 Standard and Reference Guide for Professional
Mold Remediation. This course has been awarded 4.0 Industrial Hygiene CM Points by the
American Board of Industrial Hygiene-Approval Number 06-2244. This course is eligible for 2.00
Continuance of Certification (COC) points from the Board of Certified Safety Professionals.



NATIONAL
ENVIRONMENTAL
TRAINERS, Inc.

Signature of Instructor

A handwritten signature in black ink, appearing to read 'CAB', written over a horizontal line.

Clay A. Bednarz, MS, RPIH

Course Number 1014, Awarded 24 PDH's
Florida Board of Professional Engineers CEU Provider Number 0004284

December 08, 2010

www.nationalenvironmentaltrainers.com

McCRONE RESEARCH INSTITUTE

certifies that

Melissa Cook

has successfully completed an intensive course of instruction in

Indoor Air Quality: Advanced Fungal Spore Identification

given by the McCrone Research Institute

Presented this 29th day of September, 2006



John R. Thomas



Nancy J. Fungelli

Course Date: September 27-29, 2006

McCRONE RESEARCH INSTITUTE

certifies that

Melissa Cook

has successfully completed an intensive course of instruction in

Indoor Air Quality: Fungal Spore Identification

given by the McCrone Research Institute

Presented this 3rd day of September 2004




Course Date: August 30 – September 3, 2004
3.5 CEU's

The
American Board of Industrial Hygiene
ABIH®



organized to improve the practice of Industrial Hygiene
proclaims that

Michael David Bodnar

having met all requirements through
education, experience, and examination,
is hereby certified in the

**COMPREHENSIVE PRACTICE
of
INDUSTRIAL HYGIENE**

and has the right to use the designations

CERTIFIED INDUSTRIAL HYGIENIST

CIH

November 23, 1994

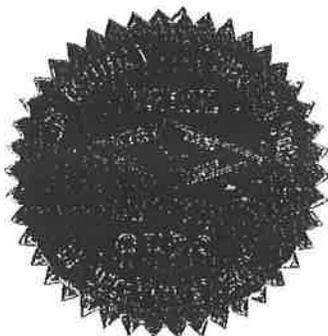
date

Frank H. Buehler
Chair ABIH

CP 6523

certificate
number

Monty Herr
Secretary ABIH



Minnesota State Board of Architecture, Engineering,
Land Surveying, Landscape Architecture,
Geoscience and Interior Design
This is to certify that

Michael David Bodnar

is a licensed

Professional Engineer

23342

09/01/2010

06/30/2012

License Number

Effective Date

Expiration Date

RECEIPT
ISSUED TO: Michael David Bodnar
Techtron Engineering
640 East Main Street
Anoka, MN 55303

License Number

23342

Expires

06/30/2012

MINNESOTA STATE BOARD OF ARCHITECTURE, ENGINEERING,
LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE
AND INTERIOR DESIGN
THIS IS TO CERTIFY THAT

Michael David Bodnar

is a licensed

Professional Engineer

License Number

23342

Effective Date

09/01/2010

Expiration Date

06/30/2012

CERTIFICATE OF COURSE COMPLETION

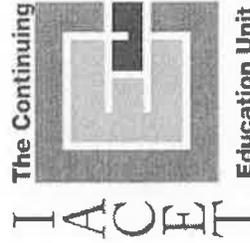
Michael D Bodnar **Hazwoper 40 Hour Course** 11/03/2010 12:59 CST
in compliance with the 29 CFR 1910.120 Standard

Student's Name Course Title Course Completion Date
MM / DD / YYYY

1752267 **40**

Student's Signature Certificate Number Approved # of Hours

Note: Trainees must have additional hands-on training in the donning, doffing, and use of the Personal Protective Equipment required for their jobsite(s) in accordance with 29 CFR 1910.120.



360training.com, Inc. has been reviewed and approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 8405 Greensboro Drive, Suite 800, McLean, VA 22102-5120. 360training.com, Inc. has awarded 4 CEUs to participants who successfully complete this program.

I hereby attest and certify that I personally took the above named safety lesson in accordance to OshaCampus guidelines. I further state that I have paid for the course and that I did not use another's work (Plagiarism). Students should retain certificates and refer to course instructions to receive official certification where necessary.

5.0 Safety CM Points

360training
Corporate Headquarters
13801 N. Mo-Pac, Suite 100
Austin, Texas 78727
tel: 888-360-8764
fax: 512-727-7683
email: support@360training.com

Certificate No: 5LM032312161R

Expiration Date: March 23, 2013

This is to certify that
Steven Bodnar

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 March 23, 2012
Examination Date: March 23, 2012

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


Training Instructor

Certificate No: 5LM0322121ISR

Expiration Date: March 22, 2013

This is to certify that
Steven Bodnar

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.

White Bear Lake, MN on March 22, 2012
Examination Date: March 22, 2012

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


Training Instructor



ASBESTOS

SITE SUPERVISOR

Certified by:
State of Minnesota
Department of Health

Expires: 07/12/2012

Kenneth N. Kako
16769 169th Ave SE
Big Lake, MN 55309

Frank S. Buschner
Director, Env. Health Div.

No. AS11490

Issued: 07/26/2011



ASBESTOS
INSPECTOR

Certified by:
State of Minnesota
Department of Health

Expires: 03/23/2013

Steven J Bodnar
16784 211th Ave
Big Lake, MN 55309

Freda S. Bremer
Director, Env. Health Div.

No. AI598

Issued: 06/20/2012

Minnesota Department of Health

has authorized

Techtron Engineering, Inc.
640 E Main St
Anoka, Minnesota 55303

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: LF787

Expires 07/19/2013

This certificate is nontransferable.



Linda B. Bruemmer, Director
Division of Environmental Health

Minnesota Department of Health

has authorized

Techtron Engineering, Inc.

640 E Main St

Anoka, Minnesota 55303

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: LF787

Expires 07/19/2012

This certificate is nontransferable.



Linda B. Bruemmer, Director
Division of Environmental Health

Minnesota Department of Health

Asbestos Contractor License

License Number: AC424

Issued on: March 28, 2012

To:

Techtron Engineering, Inc.
640 E Main St
Anoka, Minnesota 55303-

Responsible Individual: Steven J. Bodnar

This license is valid from April 7, 2012 to April 6, 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



ASBESTOS
SITE

Certified by
State of Minnesota
Department of Health

Expires: 03/07/2013

Andrew D. Turbitt
11948 London St NE
Blaine, MN 55449



Andrew D. Turbitt
Director, Env. Health Div.

No. AS10482 Issued: 03/16/2012



ASBESTOS
SITE

Certified by: **SUPERVISOR**
State of Minnesota
Department of Health
Expires: 03/07/2013

Andrew D. Turbitt
11948 London ST NE
Blaine, MN 55449



Frank J. Buschner
Director, Env. Health Div.

No. AS10482 Issued: 03/16/2012

| | | | |
|---|----------------------|---------------------|-------------------|
| <p>1. Brandenburg/ Xcel High Bridge Plant in Saint Paul Matt Chambers, Project Manager chamat@brandenburg.com 312 326 5055</p> | <p>December 2009</p> | <p>\$15 million</p> | <p>CATEGORY 1</p> |
| <p>1a McGough Construction Health Partners in Bloomington, MN Bob Shanley, McGough Representative bshanley@mcgough.com 612 919-4312</p> | <p>June 2012</p> | <p>\$15,000</p> | <p>CATEGORY 1</p> |
| <p>2.Veit Companies Como Transfer Station Doug Knutson, Safety Manager dknutson@veitusa.com 763 428-2242</p> | <p>November 2011</p> | <p>\$3,000</p> | <p>CATEGORY 2</p> |
| <p>3. Minnesota Department of Labor Various PLM analysis Alden Hoffman Alden.hoffman@state.mn.us 651 284-5160</p> | <p>On going</p> | <p>\$6,000</p> | <p>CATEGORY 3</p> |
| <p>4.Saint John's University Saint John Dormitories Gary Jorgensen gjorgensen@csbsju.ed 320 363-3303</p> | <p>August 2011</p> | <p>\$3,400</p> | <p>CATEGORY 4</p> |
| <p>5. Base Management Marquette Plaza Gene Rerat grerat@basemgmt.com 612-332-6300</p> | <p>February 2012</p> | <p>\$1800</p> | <p>CATEGORY 5</p> |

| | | | |
|---|-------------------------|-------------------------|--------------------|
| <p>6. US Inspect Various Projects throughout 5 state region Richard Sheehan RSheehan@USInspect.com 800 478-1797</p> | <p>On-going</p> | <p>\$30,000/year</p> | <p>CATEGORY 6</p> |
| <p>7. DCI Various Meth Home Testing Charlie Wilcox cwilcox@calldci.com 763 712-8087</p> | <p>Various projects</p> | <p>\$1,500 per home</p> | <p>CATEGORY 7</p> |
| <p>8. Minneapolis Public Housing Authority Multiple housing units Tim Pilgrim tpilgrim@mplspha.org 612 342-1406</p> | <p>August 2009</p> | <p>\$125,000</p> | <p>CATEGORY 8</p> |
| <p>9. Frattalone Fort Riley in Kansas City, MO Jim Wutzke, Project Manager jimw@frattalonecompanies.com 651 484 0448</p> | | | <p>CATEGORY 9</p> |
| <p>10. Not Used</p> | <p>N/A</p> | <p>N/A</p> | <p>CATEGORY 10</p> |
| <p>11. Anoka County Anoka County Crime Lab Bill Keller William.keller@co.anoka.mn.us 763 323 5520 NOTE: Please call for verbal reference. Client does not give out written references</p> | <p>May 2012</p> | <p>\$3,000</p> | <p>CATEGORY 11</p> |

7. UNIQUE QUALIFICATIONS

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

Techtron Engineering is unique in our approach to industrial hygiene consulting in that we have never participated in the boom/bust cycle of consulting. By using this approach, you can be sure that we will only send experienced personnel to your jobs. It is also the approach that has allowed us to slowly grow over the past 24 years while choosing to do work that we are the most qualified for.

We also have a broad range of experience dealing with contractors, government organizations, and private organizations. We have completed multiple projects for Minnesota colleges, and Minnesota agencies such as the Department of Labor, MNDOT and Minneapolis Public Housing.

We also have an in-house AIHA Proficient mold laboratory.

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

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

CORPORATE SIGNATURE

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:

Michael Bodnar

(Signature of person identified in Section 2)

Michael Bodnar
(Typed Name)

June 25, 2012
Date:

President, Techtron Engineering
(Typed Title)

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.

is registered in Minnesota as a:

Corporation () LLP () Other _____

Tax ID No. 2443555 FED Tax ID No. 41-1634421

Vendor No. 0000218351
(required for contract)

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. Asbestos air samples collected for educational facilities must use Transmission Electron Microscopy analysis, and will be analyzed off-site. | <input type="checkbox"/> MDH License(s) (copies of) <input type="checkbox"/> Letter signed by company officer listing the company's equipment <input 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 type="checkbox"/> Project Experience & Reference(s) <input type="checkbox"/> MDH License(s) (copies of) |
| 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 type="checkbox"/> Letter signed by company officer indicating compliance with this criterion <input type="checkbox"/> Project Experience & Reference(s) |
| 4 | Fungal Investigation and Sampling | Investigation, sampling, evaluating, reporting, and providing corrective recommendations for fungal organism concerns. | <input 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 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 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 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 type="checkbox"/> MDH License(s) (copies of) <input 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 type="checkbox"/> MDH License(s) (copies of) <input 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 type="checkbox"/> Project Experience & Reference(s) |

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.

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: TECHTRON ENGINEERING Date 6/25/12
 Authorized Signature: Michael Bodnar Telephone number: 763 712 9502
 Printed Name: MICHAEL BODNAR Title: PRESIDENT

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

| | | | | | |
|--------|--|-----------|----------------|------------|----------------|
| Mail: | 190 East 5 th St., Suite 700 St. Paul, MN 55101 | TC Metro: | (651) 296-5663 | Toll Free: | 800-657-3704 |
| Web: | www.humanrights.state.mn.us | Fax: | (651) 296-9042 | TTY: | (651) 296-1283 |
| Email: | employerinfo@therightspplace.net | | | | |

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.

TECHTRON ENGINEERING
Organization Name

MIKE BODUAR PRESIDENT
Name and Title of Official Signing for Organization

By: Mike Boduar
Signature of Official

6/25/12
Date

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 INDUSTRIAL HYGIENE 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: TECHRON ENGINEERING

Authorized Representative (Please Print) MICHAEL BOSUAR

Authorized Signature: *Michael J. Bosuar*

Date: 6/26/12

Subscribed and sworn to me this 26th day of June 2012

Notary Public



My commission expires: August 26, 2013