

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

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Industrial Hygiene Services Corporation, 4205 White Bear Parkway, Suite 500, Vadnais Heights, MN 55110-7648 ("Contractor").

**Recitals**

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of construction testing and inspection services.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this master contract and performed under work order contracts to the satisfaction of the State.

**Master Contract**

**1 Term of Master Contract**

- 1.1 **Effective Date:** The date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2. **The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.**
- 1.2 **Work Order Contracts.** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.
- 1.3 **Expiration Date:** December 31, 2011.
- 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 8. Liability; 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 Contractor, who is not a state employee, may be requested to perform any of the following services under individual work order contracts:

The Scope of Work for this master contract may include one or all of the following: Geotechnical, Concrete Testing and Inspection, Masonry Testing and Inspection, Structural Steel Testing and Inspection, Pavement Testing and Inspection, Window/Curtainwall Testing and Inspection, Roofing/Waterproofing Testing and Inspection, Fireproofing/Firestopping Testing and Inspection, Phase I and II Archaeological Resources Investigations, Phase I and II Environmental Investigation and Remediation Services. A complete detailed description of required work will be furnished in each work order contract issued. The categories of service that the Contractor is authorized to provide are attached in Exhibit A, which is incorporated into this agreement.

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

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

**3 Time**

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

#### 4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services satisfactorily performed by the Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed \$1,000,000.00. All costs will follow the Contractor's fee schedule attached as Exhibit C and incorporated into this agreement. The Contractor may revise its fee schedule once per fiscal year and one year after the contract start date, unless the contract is extended, by submitting the new schedule to the State's Authorized Representative. Any new fee schedule will be incorporated and made part of this contract.

**Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor 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 Employee Relations. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

#### 4.2. Payment

- (A) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.
- (B) **Retainage.** Under Minn. Stat. § 16C.08, subd. 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 Contractor has satisfactorily fulfilled all the terms of the work order contract.

#### 5 Conditions of Payment

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

#### 6 Authorized Representatives and Project Managers

The State's Authorized Representative for this master contract is Jake Carson, Contracts Coordinator, 651.201.2372, jake.carson@state.mn.us, or his/her successor, and has the responsibility to monitor the Contractor's performance.

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

The Contractor's Authorized Representative is Timothy Huber, CHMM, PG, 651.287.5375, thuber@ihscorporation.com. If the Contractor's Authorized Representative changes at any time during this master contract, the Contractor must immediately notify the State.

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

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

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

- 7.2 **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or its right to enforce it.
- 7.4 **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Contractor. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.

**8 Liability**

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this master contract or work order contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this master contract or any work order contract.

**9 State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

**10 Government Data Practices and Intellectual Property**

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

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

10.2. **Intellectual Property Rights**

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

(B) **Obligations**

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

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

## 11 Affirmative Action

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

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

- 11.1 *Covered Contracts and Contractors.* If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 11.2 *Minn. Stat. § 363A.36.* Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 11.3 *Minn. R. Parts 5000.3400-5000.3600.*
- General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  - Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.
    - The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment,

- upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- c. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- d. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 12 **Workers' Compensation and Other Insurance**

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

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

## 13 **Publicity and Endorsement**

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

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

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

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

## 15 **Payment to Subcontractors**

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

- 16 **Minn. Stat. § 181.59** The vendor will comply with the provisions of Minn. Stat. § 181.59 which requires:  
Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

17 **Termination**

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

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

18 **Data Disclosure**

Under Minn. Stat. § 270.66, and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Contractor to file state tax returns and pay delinquent state tax liabilities, if any.

19 **Foreign Outsourcing**

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this contract by reference.

20 **Employee Status**

By order of the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, Contractor certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States' immigrations laws; and
2. By the date of the performance of services under this contract, Contractor and all its subcontractors have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

Contractor shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by Contractor and made available to the state upon request. If Contractor or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the state reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debaring the contractor from state purchasing.

**1. CONTRACTOR**

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

By: [Signature]  
 Title: President  
 Date: 1/14/10

**2. STATE AGENCY**

By: [Signature]  
 (with delegated authority)  
 Title: Construction Program Manager  
 Date: 1/15/10

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: [Signature]  
 Date: 1/20/2010

**CONSTRUCTION TESTING AND INSPECTION SERVICES RFP- EXHIBIT A**

Name of Firm Industrial Hygiene Services Corporation Proposal

Dated December 4, 2009

Responder shall indicate the categories of tests and inspections for which the firm is qualified:

**Geotechnical Services**

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

**Concrete Testing and Inspection Services**

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

**Masonry Testing and Inspection Services**

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

**Structural Steel Testing and Inspection**

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

**Pavement Testing and Inspection**

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

**Fireproofing / Firestopping Testing and Inspection**

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

**Phase I Archaeological Resources Investigation**

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

**Phase II Archaeological Resources Investigation**

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

**Phase I Environmental Investigation**

- Complete a Phase I Environmental Site Assessment in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #8.
- Conduct a visual (existing structures) assessment for typical suspect asbestos containing materials (ACM).
- Assess the presence of PCBs at the subject site.
- Collect and evaluate available historical information to determine if evidence exists indicating an existing release, a past release, or a material threat of a release of hazardous substances, hazardous materials or petroleum products to the Property.
- Other: Inventory of MPCA Regulated Materials, Identification of Lead-based Paint, Transaction Screens, and Vapor Intrusion Assessments.

**Phase II Environmental Investigation**

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

**Remediation Services**

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

Comments:

## Exhibit B

### SAMPLE STATE OF MINNESOTA PROFESSIONAL AND TECHNICAL SERVICES WORK ORDER CONTRACT

This work order contract is between the State of Minnesota, acting through its \_\_\_\_\_ ("State") and \_\_\_\_\_ ("Contractor"). This work order contract is issued under the authority of Master Contract T-Number \_\_\_\_\_, CFMS 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 Minn. Stat. § 16C.05, subd. 2, whichever is later.

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

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

#### 2 Contractor's Duties

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

#### 3 Consideration and Payment

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

(A) *Compensation.* The Contractor will be paid \_\_\_\_\_.

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

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

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

#### 4 Project Managers

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

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

SIGNATURES AS REQUIRED BY THE STATE.


**INDUSTRIAL HYGIENE SERVICES CORPORATION**

4205 White Bear Parkway, Suite 500, Vadnais Heights, MN 55110

651-766-9811

FAX: 651-766-9822

**STATE OF MINNESOTA  
 REAL ESTATE AND CONSTRUCTION SERVICES  
 PROFESSIONAL SERVICES FOR MINNESOTA CONSTRUCTION TESTING  
 AND INSPECTION SERVICES**

**SCHEDULE OF CHARGES  
 DECEMBER 1, 2009 - NOVEMBER 30, 2010**

100 LABOR CHARGES	<u>Regular Time</u>	<u>Overtime</u>	<u>Sundays/Holidays</u>
<i>(Within 50 miles of office)</i>			
.01 Clerical/Word Processing	\$55.00	\$55.00	\$63.25
.02 Draftsperson	\$70.00	\$70.00	\$80.50
.03 Technician	\$73.50	\$82.75	\$88.35
.04 Project Manager	\$88.35		
.05 Senior Project Manager	\$102.30		
.06 Principal Scientist	\$111.60		
.07 Certified Industrial Hygienist	\$120.90		
<i>(Outside 50 miles of office)</i>			
.08 Clerical/Word Processing	\$55.00	\$55.00	\$63.25
.09 Draftsperson	\$70.00	\$70.00	\$80.50
.10 Technician	\$79.00	\$89.00	\$95.00
.11 Project Manager	\$95.00		
.12 Senior Project Manager	\$110.00		
.13 Principal Scientist	\$120.00		
.14 Certified Industrial Hygienist	\$130.00		

**200 LABORATORY**
**PLM Bulk Sample Analysis per Sample**

.01 Regular (2-5 days)	\$25.00
.02 Rush (24 hour)	\$35.00
.03 Roofing Materials	\$50.00
.04 Standard Point Count	\$55.00
.05 Gravimetric Point Count	\$95.00

**Other Analytical Services**

All Turnarounds and All Analysis Types at Cost.

**300 Expenses****Travel Expenses**

.01	Employee Vehicle	Included in Labor Rates
.02	Per Diem	Included in Labor Rates

**Shipping and Delivery**

.03	Same Day Shipping/Delivery	Included in Labor Rates
.04	Overnight Shipping/Delivery	Included in Labor Rates

**Administrative Expenses**

.05	Telephone, Fax, File Retention, Computer Rental, and Copying	No Charge
.06	Other Project Expenses	Included in Labor Rates
.07	Equipment Rental	Included in Labor Rates
.08	Litigation Support Services	Included in Labor Rates
.09	Deposition and Expert Witness Testimony	Included in Labor Rates

**Equipment**

		<u>Daily Rate</u>	<u>Weekly Rate</u>
.11	Air Sampling Pump (High Flow)	\$28.00	\$120.00
.12	Air Sampling Pump (Low Flow)	\$28.00	\$120.00
.13	Drager Pump	\$25.00	\$85.00
.14	Draeger Tubes	\$7.00	\$0.00
.15	Real Time Aerosol Monitor (TSI Dust Trak)	\$75.00	\$300.00
.16	4 Gas Meter	\$50.00	\$200.00
.17	Moisture Monitor (Delmhorst BD 2000)	\$25.00	\$85.00
.18	Sling Psychrometer	\$12.00	\$30.00
.19	Pump Calibrator (Gillian Gilibrator)	\$20.00	\$30.00
.20	PCM Microscope	\$30.00	\$125.00
.21	Laptop Computer	\$30.00	\$125.00
.22	Rotometer	\$10.00	\$35.00
.23	Manometer	\$25.00	\$85.00
.24	Portable X-Ray Florescence Analyzer	\$215.00	\$880.00
.25	Photoionization Detector	\$200.00	\$800.00
.26	Noise Dosimeter	\$50.00	\$200.00
.27	IAQ-Calc	\$75.00	\$300.00

**Notes:**

- IHSC subcontractor invoices processed at Cost.
- Invoicing Terms: Per Master Contract.
- There is no analytical charge for on-site air sample analysis (PCM).
- Analytical rates include all reporting and delivery charges.
- Equipment charges will only apply if pieces are required to address specific concerns not related to typical asbestos abatement projects.
- Labor rates include reimbursable expenses and travel time within 50 miles of IHSC office.
- Labor rates include reimbursable expenses outside 50 miles of IHSC office.
- Approved rental equipment invoiced at Cost.