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

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<th>Project Mgr.:</th>
<th>Bee Yang</th>
<th>Contract Specialist:</th>
<th>Jennifer Barber</th>
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Project Name: Industrial Hygiene Services Master Contract

Total Amount of Contract: N/A

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Accounting Distribution 1:

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SWIFT Contract No: 211330/T#2202A

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

Contractor Name and Address: Legend Technical Services, Inc.
88 Empire Drive
St. Paul, MN 55103

SWIFT Order: __________________________ - Number / Date/ See Signature Page

Contact Person: Cheryl Sykora
Contact Person Phone: 651.221.4085
Contact Person Fax: N/A
Contact Person Email: csykora@legend-group.com

Contract Date: 05/06/2022
Contract End Date: 03/31/2027

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

(Note: According to Minn. Stat. 16C.08 Subd. 3(5), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)
This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Legend Technical Services, Inc., 88 Empire Drive, St. Paul, MN 55103 ("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 industrial hygiene services for asbestos and other hazardous material abatement project management, testing and surveys.
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 Minnesota Statute § 16C.05, subdivision 2, whichever is later.
   The Contractor must not accept work under this master contract until this master contract is fully executed and the Contractor has been notified by the State's Authorized Representative that it may begin accepting Work 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: March 31, 2027

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:

- Project Management
  o On-site observation of project work
  o Preparation of recommendations and reports

- Air Monitoring, Sampling, and Testing
  o On-site monitoring and daily log reports in electronic and email format
  o On-site and off-site sample analysis, testing reports
  o 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.

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 A.

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 B and incorporated into this agreement. The Contractor may revise its fee schedule once a year after the execution date of this Agreement. However, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

Travel Expenses. There is no allowable travel or other reimbursable expenses for travel to Projects located within 100 miles roundtrip of the Responder’s office location (accumulative mileage to and from site), the State will not pay for travel time. All such expenses are included in the Consultant’s fee schedule of hourly rates.

On projects located over 100 miles round trip of the Responder’s office location, the State will pay for travel time and Reimbursable Expenses per day for all work days (Monday through Sunday and State Holidays).

Reimbursable Expenses: The State reserves the right to modify the allowable reimbursable expenses prior to execution of Work Order Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner’s Plan is available on the web at: at https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp. 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.

Subconsultant and testing services, when approved by the State’s Project Manager, will be negotiated as an additional service at one (1.0) times Responder’s cost. There are no other allowable reimbursable expenses.
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. 2(10), 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 Representatives for this master contract are Jennifer Barber, Contract Specialist, 651.201.2389 or Bee Yang, Project Operations Manager, 651.201.2393 or his/her successor, and have 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 Cheryl Sykora, csykora@legend-group.com 651.221.4085. 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 **Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations within this Master Contract and any Work Order Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have
been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

9 Indemnification
9.1 In the performance of this Master Contract and any Work Order Contract, the Indemnifying Party 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 Indemnifying Party’s:

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

The Indemnifying Party is defined to include the Contractor, Contractor’s reseller, any third party that has a business relationship with the Contractor, or Contractor’s agents or employees, and to the fullest extent permitted by law. 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 Indemnifying Party may have for the State’s failure to fulfill its obligation under this Contract.

9.2 Nothing within this Master Contract and any Work Order Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

10 State Audits
Under Minnesota Statute§ 16C.05, subdivision 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.

11 Government Data Practices
The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Master Contract and any Work Order Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Master Contract and any Work Order Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, 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 and consult with the State’s Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

12 Intellectual Property Rights
12.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

12.1.1 “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 this Master Contract and any Work Order Contract.

12.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Master Contract and any Work Order Contract, and any derivatives of that intellectual property.

12.1.3 "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 and any Work Order Contract. "Works" includes Documents.

12.2 Ownership. 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 this Master Contract and any Work Order Contract. The Documents shall 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 this Master Contract and any 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 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.

12.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor’s Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Master Contract and any Work Order Contract.

12.4 Obligations.

12.4.1 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 this Master Contract and any Work Order Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

12.4.2 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 others or entities.

12.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Master Contract and any Work Order Contract, 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.

13 Copyright
The Contractor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Master Contract and any Work Order Contract.

14 Contractor’s Documents
Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or “click through” agreement that is allowed by, referenced within or incorporated within the Master Contract or any Work Order Contract whenever the Master Contract or any Work Order Contract is used for a State procurement, whether directly by the Contractor or through a Contractor’s agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Master Contract or any Work Order Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Master Contract and any Work Order Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applicable to this Master Contract and any Work Order Contract or afforded to the State by Minnesota law. A State employee’s decision to choose “accept” or an equivalent option associated with a “click-through” agreement does not constitute the State’s concurrence or acceptance of terms, if such terms are in conflict with this section.

15 Workforce Certification Requirements for Contracts in Excess of $100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

The State intends to carry out its responsibility for requiring Workforce Certification by its Contractors.

15.1 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 Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor 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 Workforce Certification requirements.

15.2 Minnesota Statute § 363A.36. Minnesota Statute § 363A.36 requires the Contractor to have an Workforce Certification 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.

15.3 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 Workforce Certification 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 Workforce Certification plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) Disabled Workers. The Contractor must comply with the following Workforce Certification requirements for disabled workers.

(1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take Workforce Certification 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 Workforce Certification 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 Workforce Certification to employ and advance in employment physically and mentally disabled persons.

(C) Consequences. The consequences for the Contractor’s failure to implement its Workforce Certification 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 Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

15.4 Minn. Stat. §363A.44 Equal Pay requirements shall apply to this Agreement (Exhibit E1).

16 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 Minnesota Statute § 176.181, subdivision 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 are in no way the State’s obligation or responsibility.

17  **Publicity and Endorsement**

17.1  **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.

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

18  **Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions**

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State’s departments, commissions, agencies, or political subdivisions. Contractor’s certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State’s Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

19  **Contingency Fees Prohibited**

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

20  **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.

21  **Subcontracting and Subcontractor Payment**

21.1  **Subcontracting Allowed.** A subcontractor is a person or company that has been awarded a portion of the Master Contract or any Work Order Contract by Contractor. Only subcontractors that have been approved by the State Authorized Representative can be used for this Contract.

After the effective date of the Master Contract or any Work Order Contract, the Contractor shall not, without prior written approval of the State Authorized Representative, subcontract for the performance of any of the Contractor’s obligations that were not already approved for subcontracting when the Master Contract or Work Order Contract was awarded. During this Master Contract or any Work Order Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Master Contract or any Work Order Contract.

The provisions of the Master Contract and any Work Order Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the
primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Master Contract and any Work Order Contract.

21.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

22 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 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.

23 Termination

23.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Master Contract and any Work Order Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

23.2 Termination for Breach. The State may terminate this Master Contract and any Work Order Contract, with cause, upon 30 days' written notice to Contractor of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.

23.3 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 addressed within this Contract. Termination must be by written 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 dedicated funds are available. The State will not be assessed any penalty if the Contract 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. This notice will be provided within a reasonable time of the State's receiving notice.

24 Data Disclosure

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

25 **E-Verify Certification (In accordance with Minn. Stat. §16C.075)**
For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at [http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc](http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc). All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

26 **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**
The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

27 **Equal Pay Certification**
If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to contract execution. If Contractor's Equal Pay Certificate expires during the term of this Master Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State’s Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

28 **Subcontractor Reporting:**
The State of Minnesota is committed to diversity and inclusion in public procurement. If the total value of your contract may exceed $500,000, including all extension options, you must track and report, on a quarterly basis, the amount you spend with diverse small businesses. When this applies, you will be provided free access to a portal for this purpose, and the requirement will continue as long as the contract is in effect.

29 **Vaccination/Testing Requirements**

29.1 **Applicability.** This section applies to Contractor’s employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").

29.2 **Requirements.** In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

29.3 **Compliance.** Contractor is responsible for the following:

29.3.1 Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;

29.3.2 Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;
29.3.3 Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and

29.3.4 Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item Requirements detailed in this clause.

29.4 Reporting. Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.

30 Schedule of Exhibits
The following exhibits are attached and incorporated into this Master Contract.
Attachment 1: Category and Description
Exhibit A: Sample Work Order
Exhibit B: Fee Schedule
Exhibit C: Consultant's Categories of Service and Experience
Exhibit D: State Insurance Requirements
Exhibit E: Workforce Certification
Exhibit E1: Equal Pay Certificate
Exhibit F: Certification Regarding Lobbying
Exhibit G: Not Used
Exhibit H: Not Used
Exhibit I: Affidavit of Noncollusion

Distribution:
Contractor
Agency
State's Authorized Representative

Signatures

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>President</td>
<td>CHERYL SYKORA</td>
<td>[Signature Image]</td>
<td>April 30, 2022</td>
</tr>
<tr>
<td>Accounting Technician</td>
<td>Julie C. Ouradnik</td>
<td>[Signature Image]</td>
<td>May 2, 2022</td>
</tr>
<tr>
<td>Operations Manager</td>
<td>Yang,Tou Bee</td>
<td>[Signature Image]</td>
<td>May 2, 2022</td>
</tr>
<tr>
<td>AMS</td>
<td>Freedland,Sara E</td>
<td>[Signature Image]</td>
<td>May 6, 2022</td>
</tr>
</tbody>
</table>
## Attachment 1

### Service Categories & Descriptions

<table>
<thead>
<tr>
<th>Category #</th>
<th>Service Name</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asbestos Air Sampling</td>
<td>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.</td>
</tr>
<tr>
<td>2</td>
<td>General Air Monitoring</td>
<td>Includes but is not limited to pre-site analysis and on-site project management, testing and analysis (excludes asbestos air monitoring).</td>
</tr>
<tr>
<td>3</td>
<td>Asbestos Bulk Material Analysis</td>
<td>Analysis of bulk material collected as part of an inspection. Analysis must be conducted by laboratories accredited according to Minnesota Rules 4620.3460.</td>
</tr>
<tr>
<td>4</td>
<td>Fungal Investigation and Sampling</td>
<td>Investigation, sampling, evaluating, reporting, and providing corrective recommendations for fungal organism concerns.</td>
</tr>
<tr>
<td>5</td>
<td>General Environmental Condition Evaluations</td>
<td>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).</td>
</tr>
<tr>
<td>6</td>
<td>HVAC Evaluation</td>
<td>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.</td>
</tr>
<tr>
<td>7</td>
<td>Indoor Air Quality Assessment</td>
<td>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</td>
</tr>
</tbody>
</table>
## Attachment 1
### Service Categories & Descriptions

<table>
<thead>
<tr>
<th>#</th>
<th>Service Description</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Service Categories &amp; Descriptions</td>
<td>could include, but not be limited to, noise, volatile compounds, particulates, chemical compounds, fumes, and other workplace contaminates.</td>
</tr>
<tr>
<td>8</td>
<td><strong>Lead in Paint Sampling</strong></td>
<td>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.</td>
</tr>
<tr>
<td>9</td>
<td><strong>Hazardous Material Surveys with Electronic Database of Information</strong></td>
<td>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.</td>
</tr>
<tr>
<td>10</td>
<td><strong>Not Used</strong></td>
<td>Not Used</td>
</tr>
<tr>
<td>11</td>
<td><strong>Other Hazardous Material Industrial Hygiene Services</strong></td>
<td>Investigation, sampling, evaluating, reporting, and providing corrective recommendations for other hazardous material concerns.</td>
</tr>
</tbody>
</table>

DocuSign Envelope ID: F98AC6AE-5671-49E1-AF72-7ED38F785858
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 _____ ("Contractor"). This work order contract is issued under the authority of Master Contract T-Number __________, SWIFT Contract 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 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.
## LEGEND Technical Services, Inc.

**EXHIBIT B**  
MN DEPT OF ADMIN. INDUSTRIAL HYGIENE SERVICES MASTER CONTRACT  
LEGEND TECHNICAL SERVICES, INC.  
FEE SCHEDULE 2022

### PERSONNEL

<table>
<thead>
<tr>
<th>category</th>
<th>Personnel working in this category</th>
<th>Regular Rate*</th>
<th>Sunday and Holiday Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Industrial Hygienist</td>
<td>Cheryl A Sykora</td>
<td>$115.00 per hour</td>
<td>$125.00 per hour</td>
</tr>
<tr>
<td>Industrial Hygienist</td>
<td>Keith Giorgi, Todd Giorgi, Corey Campbell</td>
<td>$97.00 per hour</td>
<td>$105.00 per hour</td>
</tr>
<tr>
<td>Certified Hazardous Materials Manager</td>
<td>Cheryl A Sykora, Corey Campbell</td>
<td>$97.00 per hour</td>
<td>$105.00 per hour</td>
</tr>
<tr>
<td>Certified Asbestos Inspector</td>
<td>Cynthia Widlund-Smith, Patti Roettger, Ethan Streifel, Keith Giorgi, Todd Giorgi, Corey Campbell, Mike Molstre, Jesse Molstre</td>
<td>$80.00 per hour</td>
<td>$88.00 per hour</td>
</tr>
<tr>
<td>Certified Asbestos Mgmt Planner</td>
<td>Todd Giorgi, Mark Waltz</td>
<td>$85.00 per hour</td>
<td>$90.00 per hour</td>
</tr>
<tr>
<td>Certified Asbestos Designer</td>
<td>Keith Giorgi, Cheryl A Sykora, Todd Giorgi</td>
<td>$97.00 per hour</td>
<td>$105.00 per hour</td>
</tr>
<tr>
<td>Certified Asbestos Air Monitoring Professionals</td>
<td>Cynthia Widlund-Smith, Patti Roettger, Ethan Streifel, Keith Giorgi, Todd Giorgi, Corey Campbell, Mike Molstre, Jesse Molstre</td>
<td>$85.00 per hour</td>
<td>$93.00 per hour</td>
</tr>
<tr>
<td>Certified Lead Risk Assessor</td>
<td>Cynthia Widlund-Smith, Patti Roettger, Ethan Streifel, Keith Giorgi, Todd Giorgi, Corey Campbell, Mike Molstre, Jesse Molstre</td>
<td>$80.00 per hour</td>
<td>$88.00 per hour</td>
</tr>
</tbody>
</table>
**LEGEND TECHNICAL SERVICES, INC. FEE SCHEDULE (CONTINUED)**

<table>
<thead>
<tr>
<th></th>
<th>Mike Molstre, Jesse Molstre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remediation Designer</td>
<td>Keith Giorgi, Cheryl A Sykora</td>
</tr>
<tr>
<td>Draftsman</td>
<td>Patti Roettger</td>
</tr>
</tbody>
</table>

*- includes project related expenses including printing, telephone, photographs, administration time, and other overhead expenses necessary to maintain the employee. Locations within 100 miles round trip from our St Paul office or a person’s base of operation (if closer to the actual project site) will have no mileage and travel costs added to the hourly on-site work. For sites beyond the 100 mile round trip distance, travel time and State allowed mileage per diem will be in accordance with the prevailing level at the time of the proposal.

**ANALYTICAL**

<table>
<thead>
<tr>
<th>Analyte</th>
<th>Applicable Accreditation/other information</th>
<th>Regular Rate</th>
<th>Rush Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Bulk Analysis</td>
<td>NIST NVLAP Bulk Asbestos Fiber Analysis</td>
<td>$20.00 each - $5 each for layers after first layer (most applicable to roofing)</td>
<td>$25.00 each - $7 each for layers after first layer (most applicable to roofing)</td>
</tr>
<tr>
<td>Asbestos Air Sample Analysis (PCM)</td>
<td>American Industrial Hygiene Association (AIHA) Asbestos Analyst registry (AAR) enrollment</td>
<td>$15.00 each</td>
<td>$18.00 each</td>
</tr>
<tr>
<td>Total Spore Analysis</td>
<td>AIHA EMLAP certification</td>
<td>$60.00 each includes sampling media and sampling pump</td>
<td>$90.00 each – rush is a 48 hour turnaround</td>
</tr>
<tr>
<td>Culturable Fungal Air/Surface Sample on agar</td>
<td>AIHA EMLAP certification</td>
<td>$45.00 each</td>
<td>Requires 7 day incubation; no rushes available</td>
</tr>
<tr>
<td>Direct Lift Tape</td>
<td>None Applicable</td>
<td>$35.00 each</td>
<td>$45.00 each</td>
</tr>
<tr>
<td>PCR23 organisms most associated with water intrusion</td>
<td>None Applicable; Sub-contracted to a lab specializing in PCR analysis</td>
<td>$300.00 each</td>
<td>No rushes available</td>
</tr>
<tr>
<td>Lead in Paint Sample/Lead Wipe/Lead in Soil/lead in air</td>
<td>A2LA accreditation according to EPA Title X</td>
<td>$28.00 each</td>
<td>$35.00 each – 48 hour TA</td>
</tr>
</tbody>
</table>
### EPA TO15 Volatile Organic Compounds

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Use</th>
<th>Rate per hour or day</th>
</tr>
</thead>
<tbody>
<tr>
<td>MDH certification; useful for both VOC determination and odor analysis</td>
<td>$295.00 each</td>
<td>$375.00 – 72 hour TA</td>
</tr>
</tbody>
</table>

### Formaldehyde

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Use</th>
<th>Rate per hour or day</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIOSH Method 2016 collection on treated tube and analysis by LC-UV</td>
<td>$175.00 each</td>
<td>$275.00 – 72 hour TA</td>
</tr>
</tbody>
</table>

### Microscopic ID Surface Dust

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Use</th>
<th>Rate per hour or day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Polarized Light Microscopy; identifies major constituents of the dust</td>
<td>$25.00 each</td>
<td>$35.00 – 48 hour TA</td>
</tr>
</tbody>
</table>

### EQUIPMENT

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Use</th>
<th>Rate per hour or day</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM510 or AM520 Dust Monitor</td>
<td>Real time dust monitoring providing graphical data over time</td>
<td>$75 per day</td>
</tr>
<tr>
<td>XRF Analyzer</td>
<td>Non-destructive paint analysis for lead paint determination</td>
<td>$100 per day</td>
</tr>
<tr>
<td>Temperature/Relative Humidity Monitor</td>
<td>Indoor air quality and microbial samplings</td>
<td>$25 per day</td>
</tr>
<tr>
<td>QTrak</td>
<td>Measuring carbon monoxide, carbon dioxide, temperature, relative humidity over time with graphical data</td>
<td>$125 per day</td>
</tr>
<tr>
<td>Jerome Mercury Analyzer</td>
<td>Measuring mercury vapor emission</td>
<td>$75 per day</td>
</tr>
<tr>
<td>TSI Model 9565 Air Velocity Meter</td>
<td>Measuring exhaust or supply face velocities</td>
<td>$75 per day</td>
</tr>
<tr>
<td>Delmhorst Moisture Meter</td>
<td>Measure presence of moisture in building materials during a microbial investigation</td>
<td>$25 per day</td>
</tr>
<tr>
<td>Svantek SV104IS noise dosimeter</td>
<td>Performing both sound level measurements and personal dosimetry for noise exposure</td>
<td>$125 per day</td>
</tr>
</tbody>
</table>

Analytical and Equipment list includes the most commonly used for the services expected under this Contract. Other analyses and equipment is available and rates are included in the proposal for the project.
LEGEND TECHNICAL SERVICES, INC. FEE SCHEDULE (CONTINUED)
**Exhibit C - Qualifications Proposal**

State of Minnesota
Real Estate and Construction Services (State)
Qualifications and General Requirements Information

*Do not use forms other than those provided herein. The forms provided indicate what information is desired and the format in which it is to be presented. When filling out this form, refer back to the specific items asked under the Scoring Criteria section of the RFP.*

1.0 Project Information
   Provide State’s project number, project name, and location of the project for which this form is being submitted.
   
   a. Project Number (from RFP): None
   b. Project Name (from RFP): REQUEST FOR PROPOSAL FOR Industrial Hygiene Services
   c. Project Location (from RFP): Minnesota statewide

2.0 Responding Firms Information
   Provide legal name and address and contact person information on the prime firm that is responding to the RFP. If the firm is forming a joint venture or an association with other firm(s) for this project, insert: “in association with” or “in joint venture with” and name the firm(s). Provide addresses of joint venture or associate firm in the section number 4.0 below.
   
   List the name, title, and telephone number of the principal who will serve as the point of contact. Such an individual must be empowered to speak for the responding firm on policy and contractual matters and should be familiar with the programs and procedures of responding firm.
   
   a. Responder’s Name & Address (include 9 digit zip code): Legend Technical Services, Inc; 88 Empire Drive, St Paul, MN 55103-1855
   b. County of responder’s location: Ramsey
   c. Responder’s State Vendor Number:0000205818
   d. Date firm was established: July, 1991
   e. Name, title & telephone number person signing proposal (see section 10.0): Cheryl A Sykora, President
   f. Responder’s (contact) telephone number: 651-221-4085
   g. Responder’s Fax Number: None
   h. Responder’s Email Address: CSykora@legend-group.com
3.0 Responding Firms Interest and Availability

Responders should provide statements on the Responder and design team’s interest and availability to promptly perform the services called for in the RFP.

a. Responder’s statement of interest to perform the services as indicated in the RFP: Legend Technical Services, Inc. will perform the services as indicated in the RFP in accordance with all regulatory requirements and in accordance with our existing Quality Assurance Program. LEGEND has been in business since 1991 (31 years) providing industrial hygiene services and is in agreement with the State of Minnesota Master Contract for Industrial Services.

b. Responder’s statement on availability to start work promptly upon execution of contract and to promptly deliver services: Legend Technical Services, Inc. has sufficient staff to promptly deliver services under this RFP in a manner acceptable to the State Of Minnesota with attention to matters that require immediate response within 24 hours of receiving a request for services. LEGEND has sufficient staff and equipment to work simultaneously on multiple projects with multiple people available on each project when the need arises. LEGEND also has an in-house laboratory that is AIHA certified, NIST NVLAP accredited, A2LA certified, MDH certified to complete analytical requirements within a timely manner without exorbitant fees attached to these analyses. Our fee schedule includes basic analytical items and equipment that could be used to perform anticipated work under this Contract. Our asbestos field personnel are AIHA AAR registered analysts and their respective AAR number is included in their biographical information. All analysts are deemed "acceptable" under the AIHA AAR criteria. LEGEND complies with MN rules 4620.3300 - 3724 utilizing only MN certified asbestos professionals for asbestos-related work including utilizing only AAR certified personnel with NIOSH 582 and MN 2 day air monitoring and Contractor/Supervisor certification. LEGEND also has IHMM CHMM credentialed individuals as well as an ABIH Certified Industrial Hygienist on staff which are both recognized as the highest level of credentials in the industrial hygiene field which go out in the field when necessary to view conditions and provide services as needed. LEGEND utilizes in house analytical capabilities for most work but when submitting to outside laboratories, the laboratory of choice is suitability accredited/certified and has demonstrated expertise in the specific analysis.

4.0 Subconsultants Proposed for this Project

If Responder intends to use outside (as opposed to in-house) consultants, provide name(s) and address(es) of all such firm(s) and name of principal person(s), as well as the particular areas of technical/professional expertise, as it relates to this project. Previous working relationships should be noted.

Fill out below for each subconsultant proposed for this project. Add additional pages if necessary.

<table>
<thead>
<tr>
<th>Firm name &amp; address</th>
<th>Name of Person Assigned to Project and Specialty for this Project, Registration Number, if applicable (Structural, HVAC, Plumbing, Electrical, Fire Protection, Telecommunications, Environmental Etc.)</th>
<th>Has firm worked with responder before? (yes or no)</th>
</tr>
</thead>
<tbody>
<tr>
<td>None Expected to be used. LEGEND does not subcontract field work.</td>
<td></td>
<td>Yes [ ] No [ ]</td>
</tr>
</tbody>
</table>
### Firm name & address

<table>
<thead>
<tr>
<th>Name of Person Assigned to Project and Specialty for this Project, Registration Number, if applicable (Structural, HVAC, Plumbing, Electrical, Fire Protection, Telecommunications, Environmental Etc.)</th>
<th>Has firm worked with responder before? (yes or no)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes No</td>
</tr>
<tr>
<td></td>
<td>Yes No</td>
</tr>
<tr>
<td></td>
<td>Yes No</td>
</tr>
<tr>
<td></td>
<td>Yes No</td>
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<tr>
<td></td>
<td>Yes No</td>
</tr>
<tr>
<td></td>
<td>Yes No</td>
</tr>
<tr>
<td></td>
<td>Yes No</td>
</tr>
<tr>
<td></td>
<td>Yes No</td>
</tr>
</tbody>
</table>

### 5.0 Resumes of Key Personnel

Provide brief resumes of key personnel expected to participate on this project. Limit resumes to only those personnel and specialists who will have major project responsibilities. Work completed while employed with other firm(s) may be included as long as firm name and location is identified. Add additional pages if necessary.

<table>
<thead>
<tr>
<th>Name and title</th>
<th>Project assignment</th>
<th>Name of firm with which associated</th>
<th>Years’ experience with this firm</th>
<th>Years’ experience with other firms</th>
<th>Education: degree(s)/year/specification</th>
<th>Active registration: year first registered/discipline</th>
<th>Experience and qualifications relevant to the proposed project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheryl A Sykora</td>
<td>Contract Administrator/Senior Industrial Hygienist</td>
<td>Legend Technical Services, Inc.</td>
<td>30</td>
<td>10</td>
<td>BS Chemistry/1974 MS Env Health course work</td>
<td>ABIH CIH #3832 - 1987; MN Cont/Supervisor - 1993; CSP #11215 1992; CHMM #12788 2004</td>
<td>30+ years in the field of industrial hygiene consulting developing investigatory strategies, providing expert witness services, and developing health and safety programs both internally and externally.</td>
</tr>
<tr>
<td>Keith Giorgi</td>
<td>Proposal preparation/project scope development/staffing</td>
<td>Legend Technical Services, Inc.</td>
<td>30</td>
<td>NA</td>
<td>BS/1990/ Mechanical Engineering</td>
<td>1993/Asbestos Designer AD2213/Inspector IS2213/MN Risk Assessor LR231 AIHA AAR #9662</td>
<td>Keith has 30 years experience with all aspects of asbestos and lead-based paint work; remediation in general; microbial assessments; other more specialized IH activities and acts as a lead and client contact on state projects currently.</td>
</tr>
<tr>
<td>Name and title</td>
<td>Project assignment</td>
<td>Name of firm with which associated</td>
<td>Years’ experience with this firm</td>
<td>Years’ experience with other firms</td>
<td>Education: degree(s) / year / specification</td>
<td>Active registration: year first registered / discipline</td>
<td>Experience and qualifications relevant to the proposed project</td>
</tr>
<tr>
<td>----------------</td>
<td>--------------------</td>
<td>------------------------------------</td>
<td>----------------------------------</td>
<td>----------------------------------</td>
<td>---------------------------------------------</td>
<td>--------------------------------------------------------</td>
<td>------------------------------------------------------------</td>
</tr>
<tr>
<td>Ethan Streifel</td>
<td>Project Staff</td>
<td>Legend Technical Services, Inc.</td>
<td>6</td>
<td>&lt;1</td>
<td>BS/1995/Biology</td>
<td>2016/Asbestos contr/supervisor/MN Lead Risk Assessor AIHA AAR #9669</td>
<td>Ethan started in our Fargo office and moved to our St Paul office. Ethan has more than 5 years experience performing asbestos inspections and sampling; preparing reports, performing on site asbestos work and air monitoring; performing LBP inspections and specialized project management like mercury flooring removal.</td>
</tr>
<tr>
<td>Cynthia Widlund-Smith</td>
<td>Project Staff</td>
<td>Legend Technical Services, Inc.</td>
<td>14</td>
<td>23</td>
<td>BS/1985/Geology</td>
<td>1998/Asbestos Inspector/contsup/Mn Lead risk assessor AIHA AAR #8343</td>
<td>Cynthia has a background in environmental geology and spear heads environmental site assessments performing the site investigations. also has experience in asbestos inspections, LBP inspections and on-site air monitoring</td>
</tr>
<tr>
<td>Todd Giorgi</td>
<td>PLM Analyst/Project Staff</td>
<td>Legend Technical Services, Inc.</td>
<td>29</td>
<td>NA</td>
<td>AS/1991/Water Resource Technology</td>
<td>1996/MN Asbestos Designer AD2269 2008/MN licensed Lead Risk Assessor LR3097 AIHA AAR #9663</td>
<td>Todd has worked on several projects for MNSCU involving asbestos remediation specifically and other areas as needed. Todd is also a PLM asbestos analyst and maintains microscopic equipment.</td>
</tr>
<tr>
<td>Patti Roettger</td>
<td>PLM Analyst/Project Staff/Draftsman</td>
<td>Legend Technical Services, Inc.</td>
<td>12</td>
<td>&lt;1</td>
<td>BS/2008/Geology</td>
<td>2010/MN Asbestos Inspector/Cont/Sup 2020/MN lead risk assessor AIHA AAR #9665</td>
<td>Patti performs asbestos and LBP inspections and on-site project management and air monitoring.</td>
</tr>
<tr>
<td>Corey Campbell</td>
<td>Project Staff</td>
<td>Legend Technical Services, Inc.</td>
<td>22</td>
<td>4</td>
<td>BS/1995/Biology</td>
<td>CHMM -2008 Asbestos Inspector - 1999 MN risk assessor - 1999 AIHA AAR #9667</td>
<td>Corey has experience with LEGEND laying out project strategies; performing asbestos inspections; lead based paint risk assessments;</td>
</tr>
</tbody>
</table>
Name and title | Project assignment | Name of firm associated | Years’ experience with this firm | Years’ experience with other firms | Education: degree(s) / year / specification | Active registration: year first registered / discipline | Experience and qualifications relevant to the proposed project
---|---|---|---|---|---|---|---

6.0 Qualifications

Work by responder and its consultants which best illustrates current qualifications relevant to this project. List projects completed by the firm submitting this application. Work performed by other segments of the firm not located within the confines of the office submitting this application, or work completed by individuals while employed with other firms, should not be listed.

Projects listed must have been designed and constructed no more than 10-years from date of request for proposal. Prime consideration will be given to projects that illustrate responder’s capability for performing work similar to that described in this RFP. Add additional pages if more space is needed.

| Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record) | List team members (proposed for this project) cited in section 5 above, that worked on the project | Actual final completion date/month/year | Total cost of project | Project represents experience in:
---|---|---|---|---
Normandale Community College Mercury Gym Floor Removal Testing, Remediation Design, Over-sight, and Air Monitoring
Contact: Pat Buhl, AVP of Operations 952-358-8595 patrick.buhl@normandale.edu

Keith Giorgi - project manager and designer
Ethan Streifel - project over-sight and air monitoring

10/21 $170,000 - includes consulting and construction costs

2. General Air Monitoring 5. General Environmental Condition Evaluations
Scope of work was the design of mercury containing polymeric flooring removal including safe guards in light of mercury being a vapor that is readily released during the removal process; final air quality and surface expectations

Alexandria Technical and Community College Shooting Range Testing, Remediation, Design, and Over-sight

Keith Giorgi - project over-sight and design
Ethan Streifel - testing and contract enforcement on site

12/21 $500,000 - consulting and construction costs

1. Asbestos Air monitoring 3. Asbestos bulk material analysis 5. General Environmental condition evaluations
<table>
<thead>
<tr>
<th>Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)</th>
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<th>Total cost of project</th>
<th>Project represents experience in:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact:</strong> Joel Seela, Dir. of Facilities 320-762-4635 <a href="mailto:Joels@alextech.edu">Joels@alextech.edu</a></td>
<td>Todd Giorgi - PLM analyst</td>
<td></td>
<td></td>
<td>9. Hazardous Material Surveys with Electronic Database of Information 11. Other Hazardous materials Industrial Hygiene Services Scope of work was an outdoor firing range where the primary hazard was the lead ordinance contamination. As this was a Superfund Site, sampling and remediation design documents were submitted to the MPCA for approval prior to project performance. LEGEND performed investigation, remediation design, and determination of adequacy of clean up.</td>
</tr>
<tr>
<td><strong>State of Minnesota - Dept of Admin. Retirement Building Mold Assessment and Remediation</strong>  Contact: Eric Radel 651-201-2380 <a href="mailto:Eric.Radel@state.mn.us">Eric.Radel@state.mn.us</a></td>
<td>Keith Giorgi</td>
<td>03/22</td>
<td>$3,900.00</td>
<td>4. Fungal Investigation and Sampling Microbial assessment of a janitor room having water intrusion to identify impact to the building and design remediation. LEGEND sub-contracted a remediation contractor to perform the removal work per the request of the State. Final evaluation was performed via testing and visual observation by LEGEND</td>
</tr>
<tr>
<td><strong>Normandale Community College College Services Offices - Indoor Air Quality Assessment</strong>  Contact: Jon Hanson 651-408-3941 <a href="mailto:jon.hanson@normandale.edu">jon.hanson@normandale.edu</a></td>
<td>Keith Giorgi</td>
<td>02/2020</td>
<td>$2,900.00</td>
<td>4. Fungal Investigation and Sampling 6. HVAC evaluation 7. Indoor Air Quality Assessment Occupants complained of poor air quality. LEGEND consulted with suspected causes, reviewed the HVAC system for distribution</td>
</tr>
<tr>
<td>Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)</td>
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</tr>
<tr>
<td>Minnesota Department of Transportation Richmond to Paynesville - 14 Parcels Asbestos &amp; Regulated Material Inspections and Oversight/Asbestos Air Monitoring Contact: Jackie Klein, Reg Mat'ls Specialist 612-248-0223 <a href="mailto:Jackie.klein@state.mn.us">Jackie.klein@state.mn.us</a></td>
<td>Keith Giorgi Todd Giorgi Patti Roettger Ethan Streifel</td>
<td>03/2022</td>
<td>$500,000.00</td>
<td>1. Asbestos Air Sampling 3. Asbestos Bulk Material Analysis 5. General Environmental Conditions Evaluations 8. Lead in Paint Sampling 9. Hazardous Material Surveys with Electronic Database of Information 11. Other Hazardous Material Industrial Hygiene Services Pre-demolition inspections of 14 separate parcels. Inspection scope included asbestos, PCB caulsks, chimney ash for heavy metals, documentation of septic systems/wells, etc. All items needed addressing for demo completion. LEGEND performed oversight during the remediation process including observation on well closures and septic tank removals.</td>
</tr>
<tr>
<td>Carleton College Multiple Buildings Radon Testing Contact: John Mathews 507-222-4091 <a href="mailto:jmathews@carleton.edu">jmathews@carleton.edu</a></td>
<td>Keith Giorgi Ethan Streifel</td>
<td>7/2021</td>
<td>$9,000.00</td>
<td>2. General Air Monitoring 7. Indoor Air Quality 11. Other Hazardous Material Industrial Hygiene Services Performed radon testing within several buildings on the campus.</td>
</tr>
<tr>
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</table>

| Metropolitan State University Lead in Paint Testing Contact: Christopher Maas, Dir. of Fac 651-793-1711 christopher.maas@metrostate.edu | Keith Giorgi | 9/2021 | <$500.00 | 8. Lead in Paint Sampling A LEGEND MN certified Lead Risk Assessor performed paint testing on structural steel building materials scheduled to be repainted using non-destructive XRF technology. Reporting included sampling location diagram and XRF measurements. |

<p>| TMSC of Wayzata Pre-purchase microbial assessment of structure and HVAC - Meridian Manor, Wayzata, MN Contact: Curt Isernhagen - Encompass 612-387-1053 <a href="mailto:curt@encompassinc.com">curt@encompassinc.com</a> | Cheryl A Sykora | 01/2021 | $12,500.00 | 2. General Air Monitoring 4. Fungal Investigation and Sampling 6. HVAC Evaluation 7. Indoor Air Quality Assessment Meridian Manor was a vacant elderly care facility shutdown during early covid. The assessment was directed at identifying both water intrusion and condensation issues in a multi-tenant facility with many small kitchens and bathrooms, ice dam issues, and soil berm issues. Building HVAC was evaluated for liners, distribution points, etc. contributing to fungal problems. The building was |</p>
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<tbody>
<tr>
<td>Rosebud Indian Hospital Indoor Air Quality Assessment and HVAC Distribution Analysis</td>
<td>Cheryl A Sykora, Cynthia Widlund</td>
<td>9/2018</td>
<td>$23,200.00</td>
<td>unoccupied and evaluated in the winter when problems were not ongoing. A strategy of using surface dust including organism plate culturing, direct lift tapes of visible fungal organisms, and PCR testing for the 23 most prevalent organisms was used in the evaluation. Data and recommendations were utilized to develop a renovation plan for indoor air quality improvement and fungal control.</td>
</tr>
<tr>
<td>Rosebud, SD contact: Kevin Pietruszewski, Pro-Mark Services, Inc. <a href="mailto:kevin@pro-markservicesinc.com">kevin@pro-markservicesinc.com</a> 701-238-1518</td>
<td>4. Fungal Investigation and Sampling 6. HVAC Evaluation 7. Indoor Air Quality Assessment Rosebud Indian Hospital is a single story, octagon shaped building that historically has IAQ complaints. LEGEND’s scope of work was to develop a sampling strategy that included the standard IAQ parameters including VOCs, particulate, fungal organisms, carbon dioxide, temperature, humidity and to analyze the ventilation system for air distribution. The primary finding was leakage in the HVAC system created air vacuums that pulled contaminants from one location to another. Paper dust was also a contributing factor in some of the areas.</td>
<td></td>
<td></td>
<td></td>
</tr>
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</tr>
<tr>
<td>Minnesota State University - Mankato Bowling Alley Asbestos Inspection, Design, and Air Monitoring Contact: Greg Borchert, Proj. Mgr 5070381-4982 <a href="mailto:greg.borchert@mnscu.edu">greg.borchert@mnscu.edu</a></td>
<td>Keith Giorgi</td>
<td>06/2020</td>
<td>$35,000</td>
<td>1. Asbestos Air Sampling 3. Asbestos Bulk Material Analysis 9. Hazardous Material Surveys with Electronic Database of Information Limited asbestos inspection in college student services directed at characterizing fireproofing overspray omitted in previous abatements and floor tile and adhesive. Documents were all uploaded to MNSCU ebuilder electronic project management system. LEGEND responsible for remediation design, air monitoring according to MN regulations.</td>
</tr>
</tbody>
</table>

Pages added for additional projects as form did not allow more than 10 and the RFP wanted 3 typical of each area.
<table>
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</thead>
<tbody>
<tr>
<td>Joseph David Associates Crow Creek Elementary Demolition David Shelton 913-558-1958 <a href="mailto:Dave@Josephdavidassociates.com">Dave@Josephdavidassociates.com</a></td>
<td>Cheryl A Sykora, CIH, CSP, CHMM Cynthia Widlund-Smith</td>
<td>On-going in 2022</td>
<td>$1.5M - total</td>
<td>3. Asbestos bulk sampling 5. General Environmental Conditions 8. Lead in Paint Sampling 11. Other Hazardous Material Assessments</td>
</tr>
</tbody>
</table>

LEGEND had performed a previous asbestos and lead based paint survey for OFMC Great Plains. The plan was to demolition a now vacant elementary school. LEGEND worked as a sub-contractor for the architectural firm JDA providing IH services and expertise on hazardous materials remediation prior to eventual demolition of the structures. Unique conditions included extensive lead based paint particularly on the exterior and vermiculite inside exterior block of the main building. During the remediation, difficulty with the general contractor required additional work by LEGEND reviewing and recommending on deficient submittals and work practices. Project was shutdown by the contracting officer until the general provided required submittals and is due to start back up spring of 2022.
<table>
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</tr>
</thead>
<tbody>
<tr>
<td>Joseph David Associates Pine Springs Elementary David Shelton 913-558-1958 <a href="mailto:Dave@Josephdavidassociates.com">Dave@Josephdavidassociates.com</a></td>
<td>Cheryl A Sykora,CIH,CSP,CHMM</td>
<td>February, 2022 (LEGEND work; project ongoing)</td>
<td>$5,000 LEGEND</td>
<td>3. Asbestos bulk sampling 5. General Environmental Conditions 8. Lead in Paint Sampling</td>
</tr>
</tbody>
</table>

The buildings were adobe construction built in the 1920s. Previous AHERA survey work existed and was reviewed prior to performing confirmatory and additional testing. Buildings were in AZ and lead paint chips were utilized for lead assessment in lieu of transporting XRF out of state. Buildings had minimal asbestos but significant lead based paint inside and outside buildings. Some severely deteriorated. JDA work scope on the planned renovation is to outline requirements for a design build including how to address hazardous materials. LEGEND is assisting in the hazardous/regulated materials area.
7.0 Approach, Methodology and Work Plan
Describe your understanding of the Project. Responder should include their approach, methodology, work plan including schedule with milestone dates. Discuss the significant issue(s) to be addressed and your specific approach to the planning, design and construction process:

The approach is driven by an understanding of the Work that needs to be accomplished. An initial understanding of the objectives of our work, the timeframe it needs to be accomplished and any limitations on scheduling needs to be identified prior to preparing a proposal outlining our approach for review by the client. Depending on client input, the proposal may or may not be altered to accommodate information from the client. LEGEND endeavors to perform work in the most cost effective, client serving manner possible which frequently requires our advanced technical expertise. LEGEND is not a "standard" approach company and we pride ourselves on our cost effective, complete work product.

This is an open contract for services as needs arise. Discussions with the service requester precede a proposal outlining the scope of work, time frame, and expected deliverables. This is submitted to the service requester, changes are addressed as needed. Methodologies are identified in the proposal and analyses are performed in our two laboratories with appropriate certifications/accreditations. Any sub-contracted analyses are performed by laboratories with demonstrated expertise in the particular analysis. Significant issues such as access to restricted areas, work hours, etc. are discussed in the proposal phase.

8.0 Unique Qualifications
Summarize your team’s unique qualifications for this Project and include any specialized or technical certifications that your firm or members of your firm may have: LEGEND IH staff has experience in performing work for the State Of MN under the RFP categories as illustrated in the project histories and has an existing contract with the state of MN for these services. LEGEND staff has many years experience and carry certifications and training appropriate for the tasks to be performed. LEGEND endeavors to provide a unique approach to the tasks at hand rather than a standard approach that may or may not be applicable. LEGEND provides a complete, readable report that can be understood and acted upon by the client. LEGEND staff has experience in more unique situations such as post fire clean up and cleanliness evaluations; bird microorganism presence assessment and remediation development; assessing ventilation in buildings in response to indoor air quality complaints and is willing to research the most cost effective approach to assessing any situation without causing undue expense burden to the client with unnecessary time and analytical. LEGEND has experience backing up the work in litigated matters. Members of the staff coordinate with each other to provide additional expertise when the project suggests that another member may have information available that can be used rather than incur additional costs to the client.

9.0 Eligibility Requirements
Respond to each statement below and attach completed documents as required to confirm specific eligibility requirements.

a. I have read and agree to the State/Designer Basic Services Agreement: Yes ☒ No ☐

b. A Certificate of insurance will be provided in accordance with State/Designer Basic Services Agreement, if awarded project Yes ☒ No ☐

c. A signed Affidavit of Non-collusion is attached. Yes ☒ No ☐
d. A completed and signed Workforce Certificate is included with this proposal, if applicable: Yes □ No □ N/A □
e. Foreign outsourcing will □ will not □ be involved in the delivery of contract services.

10.0 Authorized Signature

The proposal must be signed in ink by an authorized member/officer of the Responder. If a corporation person must be authorized in a corporate resolution or partnership document; if a sole proprietor, owner must sign. All information contained in this form must be current.

a. Typed name of authorized signor: Cheryl A Sykora
b. Typed title of authorized signor: President

c. Authorized signature (signature of person identified in Section 2):

Cheryl A Sykora

d. Date Signed: 3/29/2022

e. Registration Number*: 3832 - ABIH CIH certificate

*State registration/license number for the practices of professional engineering, architecture, land surveying, landscape architecture, geoscience, or use of title for certified interior design assigned by the State Registration Board (http://mn.gov/aelslag/roster.html).

g. Person signing is (select from dropdown): corporate officer**

**Provide copy of corporate resolution or by-laws

f. Firm is registered in Minnesota as a (selection from dropdown list): Corporation, if other, explain

g. MN Tax ID Number: 1334595
h. FED Tax ID Number: 41-1698058

j. MN Vendor Number (required for contract): 0000205818

END OF EXHIBIT C
Exhibit D1
PROFESSIONAL/TECHNICAL CONTRACTS
GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

   The following coverages shall be included:

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

3. **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance minimum limits are as follows:
Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

Contractor is required to carry the following minimum limits:

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

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

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

C. Additional Insurance Conditions:

• Contractor’s policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Contractor’s performance under this contract;

• If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

• Contractor is responsible for payment of Contract related insurance premiums and deductibles;

• If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

• Contractor’s policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;

• Contractor shall obtain insurance policy(ies) from insurance company(ies) having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and
Exhibit D1

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

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

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386
Hub International Great Plains
245 E. Roselawn Avenue
Suite 31
Saint Paul, MN 55117-1940

CONTACT NAME: Kris Reynolds
PHONE (A/C, No, Ext): (651) 288-5128
FAX (A/C, No): (651) 286-0539
E-MAIL ADDRESS kristine.reynolds@hubinternational.com

INSURER(S) AFFORDING COVERAGE
INSURER A:
BWC0002954

INSURER B:
General Casualty Company of Wisconsin

INSURER C:

INSURER D:

INSURER E:

INSURER F:

CERTIFICATE NUMBER:

TENDER LIMIT TYPE OF INSURANCE ADDL SUBRO/ WVD POLICY NUMBER POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS

A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE x OCCUR

B 2,000,000

X BCA0003331

A 1,000,000

X BUM0007217

A 1,000,000

X BWC0002954

B 2,000,000

X PEC000256321

B 2,000,000

X PEC000256321

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Industrial Hygiene Services / State of Minnesota / Refer to attached endorsements for Additional Insured status / ADDITIONAL INSURED AND WAIVER OF SUBROGATION COVERAGES BECOMES EFFECTIVE ONLY AFTER ALL PARTIES HAVE SIGNED THE CONTRACT REQUIRING THE COVERAGES

CERTIFICATE HOLDER

State of Minnesota
Department of Administration
309 Administration Building
50 Sherburne Avenue
Saint Paul, MN 55155

SIGNATURE

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2016/03)
© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
   1. Currently in effect or becoming effective during the term of this policy; and
   2. Executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.

B. The insurance provided to the additional insured is limited as follows:
   1. That person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part, by:
      a. Your acts or omissions; or
      b. The acts or omissions of those acting on your behalf.

   in the performance of your operations for the additional insured.

   2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

   3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of “insured contract” under DEFINITIONS (SECTION V) do not apply to “bodily injury” or “property damage” arising out of the “products-completed operations hazard” unless required by the written contract or written agreement.

4. The insurance provided to the additional insured does not apply to:
   “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   b. Supervisory, inspection, architectural or engineering activities.

5. We have no duty to defend or indemnify an additional insured under this endorsement:
   a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
   b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
   c. Until we receive written notice of a claim or “suit” from the additional insured as required in the Duties In The Event of Occurrence, Offense Claim or Suit Condition.

C. As respects the coverage provided under this endorsement, the COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV) are amended as follows:

   1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:
      An additional insured under this endorsement will as soon as practicable:
(1) Give written notice of an occurrence or an offense to us which may result in a claim or “suit” under this insurance;

(2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.

2. As respects the coverage provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:

4. Other Insurance
   b. Excess Insurance
      This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in A. above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN COMMERCIAL AUTO COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. BROADENED WHO IS AN INSURED

Paragraph A.1. Who Is an Insured of SECTION II — LIABILITY COVERAGE is amended to include the following:

d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

e. Any "employee" of yours is an "insured" while using an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

f. Each person or Organization to whom you are required by a written contract or agreement to provide additional insured status is an "insured" under Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who is an Insured Provision contained in Section II of the coverage form. The written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."

B. LIABILITY COVERAGE EXTENSIONS SUPPLEMENTARY PAYMENTS

Paragraphs A.2.a. (2) and A.2.a. (4) Coverage Extensions — Supplementary Payments of SECTION II — LIABILITY COVERAGE are deleted and replaced with the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. FELLOW EMPLOYEE COVERAGE

Paragraph B.5. Fellow Employee Exclusion contained in SECTION II — LIABILITY COVERAGE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire that is not a bus, motorcycle or van used to transport employees.

This Fellow Employee Coverage is excess over any other collectible insurance.

D. POLLUTION LIABILITY — BROADENED COVERAGE FOR COVERED AUTOS

1. Liability Coverage is changed as follows:

a. Paragraph B.11.a. of the Pollution Exclusion in SECTION II — LIABILITY COVERAGE applies only to liability assumed under a contract or agreement.

b. With respect to the coverage afforded by Paragraph 1.a. Above, Exclusion B.6. Care, Custody or Control of SECTION II — LIABILITY does not apply.

2. Changes in Definitions

For the purposes of this endorsement, Paragraph D. of SECTION V — DEFINITIONS is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED — PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- AUTO DEALERS COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/08/2020

Named Insured: Legend Technical Services

Countersigned By: (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

- Blanket Per Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

1. Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

2. This insurance is primary to and non-contributory with any other insurance for each person or organization shown in the schedule, when required by written contract or agreement that is in effect during the policy period and is signed and executed before any damage or ‘loss’ occurs.
(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to:

(a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section III – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or

b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
K. **Insured** means each of the following:

1. the **First Named Insured**;

2. the **Named Insured**;

3. the **Named Insured's** current and former directors, partners, principals, members, officers, stockholders, or trustees, but solely while acting within the course and scope of their duties as such;

4. the **Named Insured's** current and former employees, including **Leased Worker**, but solely within the course and scope of their employment or lease agreement;

5. the **Named Insured's** heirs, executors, administrators, assigns or legal representatives in the event of death, incapacity or bankruptcy, but only with respect to the liability of the **Named Insured** otherwise insured herein;

6. any **Predecessor in Interest**;

7. any entity newly formed or acquired by the **Named Insured** during the **Policy Period** where the **Named Insured** has greater than fifty percent (50%) ownership, control, or beneficial interest, provided however that:
   a. coverage shall be provided only for **Professional Loss** and **Protective Loss** arising out of **Professional Services** or **Design Professional Services** or **Pollution Loss** and **Pollution Protective Loss** arising out of **Contracting Services** or **Subcontractor Services**, for services performed on or after the date of formation or acquisition, subject to the **Retroactive Date**; and
   b. this coverage shall expire at the end of the **Policy Period** or within ninety (90) days of such formation or acquisition of the entity, whichever is earlier, unless you submit written notice to us providing detailed information concerning the newly formed or acquired entity and we agree to accept coverage and issue an endorsement confirming coverage;

8. the **Named Insured's** participation in a legal entity including a limited liability company or joint venture, but only to the extent of the **Named Insured's** legal liability for its rendering or failure to render **Professional Services** or **Contracting Services** under the respective legal entity or joint venture.

9. Solely with regard to **SECTION I - INSURING AGREEMENTS**, **B.1. Job Site Coverage**, **B.2. Transportation Coverage** and **B.5. Non-Owned Disposal Site Coverage**, any person or entity, including a **Client**, as required by a written agreement signed by the **Named Insured**, but only for:
   a. a **Pollution Condition** caused by **Contracting Services**; and
   b. the liability of the person or entity that results from the performance of the **Named Insured's Contracting Services**,

provided that such written agreement is signed by the **Named Insured** prior to the commencement of the **Pollution Condition**.

Any insurance afforded under the terms and conditions of this Policy shall be limited to the scope of coverage required by such agreement and shall be limited to the lesser of the amount of the limits of liability required by such written agreement or the Limits of Liability under this Policy. In no event shall we be liable for any amounts in excess of the Limits of Liability shown in **Item (3) and Item (4) B. Pollution Coverages** of the Declarations.
Exhibit E
State Of Minnesota – Affirmative Action Certification

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

Your response will be rejected unless your business:

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

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

☐ We have a current Certificate of Compliance issued by the MDHR. Proceed to BOX C. Include a copy of your certificate with your response.

☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on ____________ (date). [If the date is the same as the response due date, indicate the time your plan was received: ____________ (time). Proceed to BOX C.

☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

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

BOX B – For those companies not described in BOX A

Check below.

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

BOX C – For all companies

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

Name of Company: Legend Technical Services, Inc. Date: March 29, 2022

Authorized Signature: Cheryl A Sykora Telephone number: 651-221-4085

Printed Name: Cheryl A Sykora Title: President

For assistance with this form, contact:
Minnesota Department of Human Rights, Compliance Services Section
Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663 Toll Free: 800-657-3704
Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283
Email: employerinfo@therightsplace.net
Exhibit E1

State of Minnesota – Equal Pay Certificate

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

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

☐ Attached is our current MDHR Equal Pay Certificate.

☐ Attached is MDHR’s confirmation of our Equal Pay Certificate application.

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

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

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

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

Cheryl A Sykora
President

Authorized Signature Printed Name Title
Legend Technical Services, Inc. 1334595/41-1698058 March 29, 2022

Organization MN/FED Tax ID# Date
NA

Issuing Entity Project # or Lease Address
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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients 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.

Legend Technical Services, Inc.

Cheryl A Sykora, President

Name and Title of Official Signing for Organization

By: Cheryl A Sykora

Signature of Official

March 29, 2022

Date

Rev. 01/16
Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: LEGEND TECHNICAL SERVICES, INC., 88 EMPIRE DRIVE, ST PAUL, MN 55103

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 MN Dept of Admin Request for Proposal for Industrial Hygiene Services Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.

3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.

4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: Legend Technical Services, Inc.
Print authorized representative name: Cheryl A Sykora, CIH, CSP, CHMM
Title: President
Authorized signature: [Signature]
Date (mm/dd/yyyy): 03/29/2022

Notary Public

Subscribed and sworn to before me this:

29 day of March, 2022

[Signature]

Notary Public signature

Feb 16, 2026

Commission expires (mm/dd/yyyy):