STATE OF MINNESOTA

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

<table>
<thead>
<tr>
<th>RECS Project ID:</th>
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<tbody>
<tr>
<td>Project Mgr.:</td>
<td>Gordon Christofferson</td>
</tr>
<tr>
<td>Contract Specialist:</td>
<td>Talia Landucci</td>
</tr>
<tr>
<td>RFP Event ID (if applicable)</td>
<td>2-6347</td>
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Project Name: Industrial Hygiene Services Master Contract

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<td>Amount:</td>
</tr>
</tbody>
</table>

SWIFT Contract No: 124202/T#1702C

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

Contact Person: Cheryl A Sykora
Contact Person Phone: 651.221.4085
Contact Person Fax: 651.642.1239
Contact Person Email: CSykora@legend-group.com

Contract Execution Date: 05/07/2017
Contract End Date: 04/30/2022

(TNote: According to Minn. Stat. 16C.08 Subd. 3(c), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)
STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
MASTER CONTRACT

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

This master contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Legend Technical Services, Inc., 88 Empire Drive, St. Paul, MN 55103 ("Consultant").

Recitals

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

Master Contract

1. Term of Master Contract

1.1. Effective Date: The date the State obtains all required signatures under Minnesota Statutes § 16C.05, subd. 2.

The Consultant must not accept work under this master contract until this master contract is fully executed and the Consultant has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.

1.1. 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.

1.2. Expiration Date: April 30, 2022.


2. Scope of Work

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

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

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

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

- Surveys and Reports
  - Surveys, electronic database files, and written reports

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

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

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

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

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

4. **Consideration and Payment**
   4.1. **Consideration.** The State will pay for all services satisfactorily performed by the Consultant for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed $1,000,000.00. All costs will follow the Consultant’s fee schedule attached as Exhibit B and incorporated into this agreement. The Consultant may revise its fee schedule once a year after June 30, 2018. However, hourly rates may not exceed a 3% increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date an amendment to this Agreement is fully executed.

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

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

   All travel expenses and other project-related expenses are included the hourly rates provided in Exhibit B. 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: 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 Consultant after the Consultant presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.

(B) Retainage. Under Minnesota Statutes § 16C.08, subdivision 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 Consultant has satisfactorily fulfilled all the terms of the work order contract.

5. Conditions of Payment

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

6. Authorized Representatives and Project Managers

The State's Authorized Representative for this master contract is Talia Landucci Owen, Contracts Specialist, 651.201.2372 or Gordon Christofferson, Project Operations Manager, 651.201.2380, or his/her successor, and has the responsibility to monitor the Consultant’s performance.

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

The Consultant's Authorized Representative is Cheryl A Sykora, 651.221.4085. If the Consultant’s Authorized Representative changes at any time during this master contract, the Consultant must immediately notify the State.

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

7. Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

8. Indemnification

In the performance of this contract by Consultant, or Consultant’s agents or employees, the Consultant must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney’s fees incurred by the state, to the extent caused by Consultant’s:
1) Intentional, willful, or negligent acts or omissions; or
2) Actions that give rise to strict liability; or
3) Breach of contract or warranty.

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

9. State Audits
Under Minnesota Statute § 16C.05, subdivision 5, the Consultant’s books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

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

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

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

(B) Obligations
1. Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Consultant, including its employees and subconsultants, in the performance of the work order contract, the Consultant will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
2. **Representation.** The Consultant must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Consultant nor its employees, agents, or subconsultants retain any interest in and to the Works and Documents. The Consultant represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Consultant will indemnify, defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Consultant’s expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Consultant will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Consultant’s or the State’s opinion is likely to arise, the Consultant must, at the State’s discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Publicity and Endorsement**

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

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

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

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

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

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

17. **Termination**

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

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

18. **Data Disclosure**

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

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

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

20. Schedule of Exhibits
The following exhibits are attached and incorporated into this Master Contract.
Attachment 1: Service Categories & Descriptions
Exhibit A: Sample Work Order
Exhibit B: Fee Schedule
Exhibit C: Consultant's Qualifications
Exhibit D1: State Insurance Requirements
Exhibit E: Affirmative Action Certification
Exhibit F: Certification Regarding Lobbying
Exhibit G: Not Used
Exhibit H: Not Used
Exhibit I: Affidavit of Noncollusion
IN WITNESS WHEREOF State has caused this Agreement to be duly executed in its behalf and the Consultant has caused the same to be duly executed on its behalf.

1. CONSULTANT – Legend Technical Services, Inc.
   The Consultant certifies that the appropriate person(s) have executed the contract on behalf of the Consultant as required by applicable articles or bylaws.

   By: [Signature]
   Printed Name: Cheryl Sydora
   Title: President
   Date: May 4, 2017

2. STATE AGENCY – Department of Administration
   By: [Signature]
   Printed Name: Gordon Christoferson
   Title: Project Operations Manager
   Date: 5/9/17

3. COMMISSIONER OF ADMINISTRATION
   As delegated to Office of State Procurement
   By: [Signature]
   Date: 5/6/17
## 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>Description</th>
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<tr>
<td>8</td>
<td>Lead in Paint Sampling</td>
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<tr>
<td>9</td>
<td>Hazardous Material Surveys with Electronic Database of Information</td>
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<tr>
<td>10</td>
<td>Not Used</td>
</tr>
<tr>
<td>11</td>
<td>Other Hazardous Material Industrial Hygiene Services</td>
</tr>
</tbody>
</table>
LEGEND TECHNICAL SERVICES, INC.
MN INDUSTRIAL HYGIENE SERVICES
2017 FEE SCHEDULE

Personnel rates are determined by activity being performed and not by individual. The following rate schedule includes travel and project related expenses which include mileage, meals, lodging, telephone/fax, printing, computer discs, and photographs and absorbs travel time for locations within 100 miles roundtrip of the office as required by the RFP.

PERSONNEL

Certified Industrial Hygienist........................................... $120 per hour
Certified Safety Professional........................................... $120 per hour
Certified hazardous materials manager............................ $110 per hour
Industrial Hygienist.................................................... $95 per hour
MN Certified Air Monitoring Professional (Asbestos)........ $85 per hour
MN Certified Asbestos Inspector...................................... $80 per hour
MN Certified Asbestos Mgmt Planner............................... $90 per hour
MN Certified Lead Inspector/assessor............................. $80 per hour
Draftsman........................................................................ $70 per hour
Wordprocessor................................................................ $65 per hour

ANALYTICAL

Asbestos Air (PCM)............................................................... $15.00 each
Asbestos Bulk (PLM).......................................................... $18.00 each
Asbestos Dust (PLM)........................................................... $28 each
Asbestos Air (TEM)............................................................. $110 each
Organic Vapors (TO15 canister collection GC/MS Analysis) $250 each
Metals (individually).......................................................... $26 each
Lead Air ........................................................................... $16.95 each
Lead Wipe......................................................................... $16.95 each
Respirable Dust................................................................ $18 each
Formaldehyde (passive dosimeter)..................................... $100 each
Acid Cations (Fluoride, Chloride, Nitrate, Sulfate)............ $85 each
Aldehydes (screening)...................................................... $150 each
Microbiological
  Culturable (Fungal).......................................................... $45 each
  Culturable (Bacterial)....................................................... $75 each
  (IAQ analysis provides some information on types of bacteria present to differentiate between normal environmental and disease causing)
ANALYTICAL (CONTINUED)

Total Spore Samples (AirOCell Cassette).......................... $60 each
Surface Samples.................................................. $45 each
Tease Tapes.................................................. $45 each
Culturable Bulks.................................................. $65 each
*Legionella*.................................................. $125 each
Sewage Back-up Identification........................................ $110 per test location
Bird Screen (*Histoplasma capsulatum, Chlamyaphila psittaci, and Cryptococcus Neoformans*) PCR screen $120 each

EQUIPMENT

Noise Dosimeter.................................................. $75/day
Sound Level Meter.................................................. $75/day
Tracer Gas Testing.................................................. $500/location
(includes instrument and tracer gas)
Moisture Meter.................................................. $35/day
PM10 Personal Dust Meter........................................ $75/day
PTrak ultrafine particle meter.................................. $50/day
Digital Dust Meter.................................................. $75/day
Temperature/relative humidity monitor........................... $25/day
Moisture meter.................................................. $25/day
Q-Trak (*Carbon Dioxide, Carbon Monoxide, Temperature, Relative Humidity*)........................................ $75/day
P-Trak.................................................. $75/day
Multi-Gas Meter (Oxygen, Explosive Gases, Carbon Monoxide, Hydrogen Sulfide or Nitrogen Dioxide)........................................ $75/day
Flow Hood.................................................. $50/day
Pressure differential monitor...................................... $25/day
Multi-environmental Monitor....................................... $50/day
Air Flow Hood.................................................. $35/day
XRF lead survey instrument...................................... $75/day
Low level mercury monitor (Luminex)........................................ $100/day

NOTE: no additional charge for air sampling pumps beyond the sample analysis fee.

EXPENSES

Per state of MN allowance
Exhibit C - Qualifications Proposal – LEGEND TECHNICAL SERVICES, INC.
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
   State’s project name of the project for which this form is being submitted.
   a. Project Name (from RFP): Industrial Hygiene Services

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): 55103-1855
   b. County of responder’s location: Ramsey
   c. Responder’s State Vendor Number: 08680401200
   d. Date firm was established: 1991
   e. Name, title & telephone number person signing proposal (see section 10.0): Cheryl A Sykora, President, 651-221-4085
   f. Responder’s (contact) telephone number: 651-221-4085
   g. Responder’s Fax Number: 651-642-1239
   h. Responder’s Email Address: Csykora@legend-group.com
3.0 Statement & documentation that responder has been in business for a minimum of five (5) years providing Industrial Hygiene Services: Legend Technical Services, Inc. was established in 1991 providing industrial hygiene services and has been providing IH services for almost 26 years. Services provided meet the requirements of this RFP Personnel and Project types.

4.0 Statement that responder is in agreement with the State's Master Contract for Industrial Hygiene Services: Legend Technical Services, Inc. is in agreement with the master contract for Industrial Hygiene Services.

5.0 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. has provided industrial hygiene services to the State of MN Department of Administration prior to this RFP and wishes to continue to provide IH services to the MN Dept of Admin.

   b. Responder's statement on availability to start work promptly within 24 hours upon execution of contract and to promptly deliver services: Legend Technical Services, Inc. has two offices that serve MN and has a staff of 11 industrial hygienists that are qualified to provide work under this contract. These industrial hygienists all have MN applicable certifications for the work under this contract.

   c. Responder's statement on ability to work on multiple projects simultaneously: Legend Technical Services, Inc. routinely works on multiple projects in multiple locations simultaneously. It is expected that more than one project can occur at the same time and will be adequately staffed to meet the State of Minnesota Department of Administration Requirements.

   d. Responder has three or more employees who are AAR certified. Responders are to submit names and certifications of employees:

      1. AIHA Accredited Laboratory - number 101095 Personnel all work under that accreditation as an alternative to AAR registry. This is the alternative listed in MN Asbestos Regulations MN Rules 4620.3300-3724.

6.0 Statement on ability, qualifications and appropriate licensure to perform and provide all Industrial Hygiene Service Categories 1 through 11 (Category 10 is not used). Include statement on compliance with MN Rules 4620.3300-3724. (See Description of Industrial Hygiene Service Categories):

   LEGEND has the appropriate Minnesota licensure to provide Industrial Hygiene services in all of the categories listed in this RFP. LEGEND also has an American industrial hygiene accredited laboratory (AIHA) in St Paul for asbestos fiber and the IH air sampling parameters and one in Phoenix for environmental microbiological samples. LEGEND also has direct reading equipment for assessing some air quality parameters, sound levels, etc. LEGEND has a NIST NVLAP accredited laboratory in St Paul for asbestos bulk analysis. LEGEND has completed many hazardous materials surveys, provided electronic database files for the information and designed remediations of materials deemed to be impacted by renovations and/or in poor condition; LEGEND also performs general IH work including odor assessments, exposure assessments, microbial and water intrusion assessments, and has staff to...
respond to emergency situations where required with corresponding expedited laboratory analysis where required. LEGEND complies with MN rules 4620.3300-3724 which specifically address handling of asbestos-containing materials in the state of Minnesota.

Statement on sampling and laboratory analysis provided will be in accordance with MN Rules 4620.3596 and that an American Industrial Hygiene Association (AIHA) or comparable accredited lab will be used for laboratory work.

LEGEND has a NIST NVLAP accredited asbestos laboratory #102081-0 for asbestos bulk sample analysis using PLM method in accordance with the requirements of MN Rules 4620.3596. LEGEND subcontracts to AMA for Transmission Electron Microscopic (TEM) analysis where this method is needed. AMA is NIST NVLAP accredited laboratory for TEM analysis. LEGEND St Paul lab is an AIHA accredited laboratory 101095 for general IH parameters including asbestos and lead and LEGEND’s Phoenix lab is accredited laboratory 102982 for environmental microbiology analysis. LEGEND has a comprehensive QA program and is also accredited under ISO and A2LA for other types of analyses. Company certifications are included in an appendix called “COMPANY CERTIFICATIONS”.

7.0 Qualifications of Responder’s Key Personnel and Specialists
Provide brief qualifications of key personnel and Specialists expected to participate on this project. Limit qualifications 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. Included with your RFP response for this section, insert copies of employees’ licenses, certifications, and credentials. Add additional pages if necessary.

Broad Service Range: At least 2 employees must be Licensed Lead Inspectors or Licensed Lead Risk Assessors, MDH Certified Asbestos Inspectors, and MDH Certified Asbestos Site Supervisors. This does not mean the same employees must carry the licenses; there just must be 2 of each licensed employees in the firm. Submit Photo ID of Current Minnesota Department of Health Certification Hard Cards required. Copies of certificates and hard cards are included in the personnel certifications appendix.

<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>Senior Level work</td>
<td>Legend Technical Services, Inc.</td>
<td>26</td>
<td>10</td>
<td>BS/1974/chemistry MS Environ Health</td>
<td>CIH/1987 CSP/1992 CHMM/2004 MN ASB Con/Sup/1994</td>
<td>Senior level industrial hygienist. Responsible for overall project review and determination of specific work scopes for some of the</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>
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<td>---------------------------------------------</td>
<td>-----------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Keith Giorgi</td>
<td>Industrial Hygienist – Project Leader; Asbestos and lead based paint certified</td>
<td>Legend Technical Services, Inc.</td>
<td>26</td>
<td>1</td>
<td>BS/1990/Mechanical Engineering</td>
<td>MN ASB Inspector/1990 MN ASB ContSup/1993 MN Asbestos Designer/1993 MN Lead Inspector/Risk Assessor/1994</td>
<td>Acts as project manager and lead industrial hygienist on projects. Keith can perform air sampling on projects, inspect buildings for ACM, and design remediation projects. He is also certified as a lead risk assessor for addressing any lead concerns in a building. Performs IAQ investigations; microbial investigations; and general IH investigations</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>
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</tr>
</tbody>
</table>
| Andrew Tinklenberg - Industrial Hygienist | Industrial Hygienist – asbestos and lead certified | Legend Technical Services, Inc. | 10.5                            | 0                                 | BA/2006/Biology                           | MN Asbestos Inspector/2006  
MN Asbestos contsup/2007  
MNAsbestosdesigner/2014  
MN LeadRiskAssessor/2008 | performs asbestos surveys, prepares asbestos designs, performs lead risk assessments, performs some IH related IAQ assessments and HVAC measurements |
| Cynthia Widlund         | Industrial Hygienist – asbestos and lead certified | Legend Technical Services, Inc. | 9                               | 21                                | BS/Geology/1985                          | MN Asbestos Inspector/1998  
MN Asbestos ContSup/2000  
MN Lead Risk Assessor/2013  
Licensed professional geologist-30693 | performs asbestos and lead surveys; on-site asbestos air monitoring during abatement; performs Phase I environmental site assessments |
| Patti Roettger          | Industrial Hygienist – asbestos certified | Legend Technical Services, Inc. | 6.5                             | 0                                 | BS/Geology/2008                          | MN Asbestos Inspector/2010  
MN Asbestos contsup/2010 | performs asbestos surveys, PLM analysis, and on-site asbestos air monitoring |
| Corey Campbell          | Industrial Hygienist – asbestos and lead certified | Legend Technical Services, Inc. | 17                              | 4                                 | BS/Biology/1995                          | MN Asbestos Inspector/1999  
MN Asbestos contsup/1999  
MN lead risk assessor/2003 | performs asbestos surveys; lead paint risk assessments; general IH work including IAQ, microbial, etc. |
<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>Mike Molstre</td>
<td>Industrial Hygienist – asbestos and lead certified</td>
<td>Legend Technical Services, Inc.</td>
<td>14</td>
<td>0</td>
<td>High School/2002</td>
<td>MN Asbestos Inspector/2003 MN ContSup/2003 MN Lead Risk Assessor/2006</td>
<td>Acts as the lead on asbestos surveys and lead risk assessments; performs on-site air monitoring during asbestos abatement</td>
</tr>
<tr>
<td>Jesse Molstre</td>
<td>Industrial Hygienist – asbestos and lead certified</td>
<td>Legend Technical Services, Inc.</td>
<td>5</td>
<td>0</td>
<td>BA/2010/Marketing</td>
<td>MN Asbestos Inspector/2012 MN Asbestos ContSup/2012 MN Lead Risk Assessor/2013</td>
<td>is part of the staff for asbestos surveys, lead assessments, and performs on-site air monitoring during asbestos abatement</td>
</tr>
<tr>
<td>Ethan Striefel</td>
<td>Industrial Hygienist – asbestos certified</td>
<td>Legend Technical Services, Inc.</td>
<td>1</td>
<td>1</td>
<td>BS/2015/Biology</td>
<td>MN Asbestos Inspector/2016 MN ContSup/2016</td>
<td>is part of the staff for asbestos surveys and performs on-site air monitoring during asbestos abatement</td>
</tr>
</tbody>
</table>

Copies of employee certifications are included as an appendix identified as “PERSONNEL CERTIFICATIONS”.
8.0 Qualifications Experience of Responder

Work completed by responder in the past 5 years which best illustrates current qualifications relevant to the “Table of Categories of Service”. Insert references from owners following this section. 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 included in reference must have been started and completed during the 5-year period of July 1, 2012 to June 30, 2017. 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.

[Note: If Responder has an existing master contract with the State, letters of reference from owners are not required, but you must insert a statement indicating such]. If possible, include at least one political subdivision (federal, state, county, or city) project.

LEGEND TECHNICAL SERVICES, INC. has an existing master contract with the State of MN Department of Administration and has not included client references as it is not required if we have an existing contract.

*(If a 2nd project is relevant to any of the following Categories, provide the project information below on a separately attached document)*

<table>
<thead>
<tr>
<th>Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)</th>
<th>List team members (proposed for this project), cited in section 5 above, that worked on the project</th>
<th>Actual final completion date, month/year</th>
<th>Total cost of project</th>
<th>Project represents experience in:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. MnSCU - Minnesota State University - Mankato, Mankato, MN -Wigley to Gage Tunnel Section - Abatement Over-sight, Chandler Holland, 507-389-5568, Chandler.holland@mnsсу.edu</td>
<td>Andrew Tinklenberg and Keith Giorgi</td>
<td></td>
<td></td>
<td>Category 1 – Asbestos Air Sampling</td>
</tr>
<tr>
<td>2. MN Dept of Transportation, Arden Hills Training Facility, lead clean-up over-sight, Mark Vogel, 651-366-3630, <a href="mailto:mark.vogel@state.mn.us">mark.vogel@state.mn.us</a></td>
<td>Keith Giorgi</td>
<td>Sept, 2014</td>
<td>$20,000.00</td>
<td>Category 2 – General Air Monitoring</td>
</tr>
<tr>
<td>3. MnSCU-Bemidji State University, Bemidji, MN - Asbestos Survey and Screening Lead Based Paint Pine Hall, Paul Ekhoff, 218-755-3753, <a href="mailto:pekhoff@bemidjistate.edu">pekhoff@bemidjistate.edu</a></td>
<td>Mark Waitz and Jesse Molstre</td>
<td>May, 2015</td>
<td>$5,000.00</td>
<td>Category 3 – Asbestos Bulk Material Analysis</td>
</tr>
</tbody>
</table>

11/22/2018 – Exhibit C-Qualifications Proposal
<table>
<thead>
<tr>
<th>Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)</th>
<th>List team members (proposed for this project), cited in section 5 above, that worked on the project</th>
<th>Actual final completion date month/year</th>
<th>Total cost of project</th>
<th>Project represents experience in:</th>
</tr>
</thead>
<tbody>
<tr>
<td>4. MnSCU - Minnesota State University - Moorhead, Moorhead, MN - Mold Inspection and Testing of Gaede Stage Area - Rolland Dille Center of the Arts Building, Jeff Goebel, 218-477-2069, <a href="mailto:goebelj@mnstate.edu">goebelj@mnstate.edu</a></td>
<td>Mark Waltz</td>
<td>September, 2016</td>
<td>$4,500.00</td>
<td>Category 4 – Fungal Investigation and Sampling</td>
</tr>
<tr>
<td>5. MnSCU-Minnesota State University – Moorhead, Moorhead, MN – Dust Monitoring in Ceramics Laboratory, Alan Breuer, <a href="mailto:breuer@mnstate.edu">breuer@mnstate.edu</a>, 218-477-2998</td>
<td>Mark Waltz, Cheryl A Sykora</td>
<td>December, 2014</td>
<td>$2,000.00</td>
<td>Category 5 – General Environmental Condition Evaluations</td>
</tr>
<tr>
<td>6. MnSCU Northland Community &amp; Technical College, East Grand Forks Pharmacy Room 354; Thief River Falls chemistry room 113, main auto shop service area, Cory Feller, <a href="mailto:Cory.feller@northlandcollege.edu">Cory.feller@northlandcollege.edu</a>, 218-683-8633</td>
<td>Mark Waltz, Cheryl A Sykora</td>
<td>June, 2016</td>
<td>$3,000.00</td>
<td>Category 6 – HVAC Evaluation</td>
</tr>
<tr>
<td>7. MnSCU Inver Hills Community College, Inver Grove Heights, MN – Indoor air quality assessment – Science Bldg, Liberal Arts Bldg, and business bldg., Andre Osvold, <a href="mailto:aovold@inverhills.mnsu.edu">aovold@inverhills.mnsu.edu</a>, 651-450-3536</td>
<td>Keith Giorgi</td>
<td>August, 2015</td>
<td>$5,000.00</td>
<td>Category 7 – Indoor Air Quality Assessment</td>
</tr>
<tr>
<td>8. Metropolitan State University, St Paul, MN – Lead testing residential units slated for demolition, Dan Hambrock, <a href="mailto:Daniel.hambrock@metrostate.edu">Daniel.hambrock@metrostate.edu</a>, 651-793-1712</td>
<td>Keith Giorgi</td>
<td>December, 2013</td>
<td>$2,500.00</td>
<td>Category 8 – Lead in Paint Sampling</td>
</tr>
<tr>
<td>9. OFMC Great Plains, Aberdeen, SD, - AHERA Re-inspection of BIA schools in SD and ND, Phillip Livermont, <a href="mailto:philip.livermont@bia.gov">philip.livermont@bia.gov</a>; 605-226-0879</td>
<td>Cheryl A Sykora, Cynthia Widlund, Andrew Tinklenberg, Patti Roettger, Mike Molstre</td>
<td>December, 2015</td>
<td>$200,000.00</td>
<td>Category 9 – Hazardous Material Surveys with Electronic Database of Information</td>
</tr>
<tr>
<td>Client name, location, project title, client contact person, title, phone number, email address (completed by A/E of record)</td>
<td>List team members (proposed for this project), cited in section 5 above, that worked on the project</td>
<td>Actual final completion date month/year</td>
<td>Total cost of project</td>
<td>Project represents experience in:</td>
</tr>
<tr>
<td>---</td>
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<td>---</td>
<td>---</td>
</tr>
<tr>
<td>10. Not Used</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Category 10 - NA</td>
</tr>
<tr>
<td>11. MnSCU - Normandale Community College, Bloomington, MN, Sound level (noise) monitoring</td>
<td>Keith Giorgi</td>
<td>September, 2015</td>
<td>$2,500.00</td>
<td>Category 11 – Other Hazardous Material Industrial Hygiene Services</td>
</tr>
</tbody>
</table>

9.0 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 (i.e. Two or more projects completed for Minnesota State Agencies or Minnesota State Colleges and Universities (MnSCU) or University of Minnesota):

LEGEND TECHNICAL SERVICES, INC (LEGEND) has offices in St Paul and Fargo, ND to serve the entire state of MN. LEGEND has completed numerous projects for the various MnSCU campuses since inception in 1991 with a diverse set of environmental and industrial hygiene related experience. Many of the projects listed as examples in Section 8. LEGEND has also worked for the State of Minnesota Department of Administration under an existing contract for IH services. Both the St Paul and Fargo offices have multiple people certified under the various Minnesota lead and asbestos disciplines to perform work under this contract. LEGEND has a reputation for cost effective, thorough services with correspondingly understandable reporting utilizing well qualified personnel to perform services.

10.0 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’s Standard Master Contract/Master Contract Work Order: Yes ☑ No ☐

b. A Certificate of insurance will be provided in accordance with State’s Master Contract Work Order, if awarded project: Yes ☑ No ☐

c. A signed Affidavit of Non-collusion is attached: Yes ☑ No ☐

d. A completed and signed Affirmative Action Data Page is included with this proposal, if applicable: Yes ☑ No ☐

e. Foreign outsourcing will ☐ will not ☑ be involved in the delivery of contract services.

11/22/2016 – Exhibit C-Qualifications Proposal
11.0 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: March 16, 2017

e. Registration Number*: Certifications listed are not applicable for this contract.

   *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 (https://mn.gov/ashtoc/register.html).

   Person signing is (select from dropdown): Corporate Officer

Copy of LEGEND TECHNICAL SERVICES, INC. BY LAWS is included as an attachment

LEGEND

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

   Other, explain

g. MN Tax ID Number: 13345955

h. FED Tax ID Number: 41-1698058

i. MN Vendor Number (required for contract): 06680401200

END OF EXHIBIT C

Attachments

SIGNED STATE OF MINNESOTA EXHIBIT FORMS
   Exhibit E, Certification regarding lobbying
   Exhibit F, Affirmative Action Certification
   Exhibit I, Affidavit of Non-collusion
   Exhibit O, Resident Vendor Form

TG/ED Certificate (current as of the date of submittal)

Letter requesting waiver for submitting client reference letters as required when having an existing contract for IH services

Company Certifications

Personal Certifications

LEGEND BY-LAWS

11/22/2019 – Exhibit C-Qualifications Proposal
COMPANY CERTIFICATIONS

NVLAP

AIHA

ASBESTOS CONTRACTOR

LEAD CONTRACTOR
United States Department of Commerce
National Institute of Standards and Technology

NVLAP

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102081-0

Legend Technical Services, Inc.
St. Paul, MN

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

Asbestos Fiber Analysis

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

2016-04-01 through 2017-03-31
Effective Dates

David F. Alderson
For the National Voluntary Laboratory Accreditation Program
SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

Legend Technical Services, Inc.
88 Empire Drive
St. Paul, MN 55103
Ms. Cheryl Sykora
Phone: 651-221-4085  Fax: 651-642-1239
Email: csykora@legend-group.com
http://www.legend-group.com

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 102081-0

Bulk Asbestos Analysis

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>18/A01</td>
<td>EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples</td>
</tr>
<tr>
<td>18/A03</td>
<td>EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials</td>
</tr>
</tbody>
</table>

For the National Voluntary Laboratory Accreditation Program

Effective 2016-04-01 through 2017-03-31
AIHA Laboratory Accreditation Programs, LLC

acknowledges that

LEGEND Technical Services, Inc.
88 Empire Drive, St. Paul, MN 55103
Laboratory ID: 101093

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

LABORATORY ACCREDITATION PROGRAMS

- INDUSTRIAL HYGIENE  
- ENVIRONMENTAL LEAD  
- ENVIRONMENTAL MICROBIOLOGY  
- FOOD  
- UNIQUE SCOPES

Accreditation Expires: 07/01/2017
Accreditation Expires: 07/01/2017
Accreditation Expires:
Accreditation Expires:
Accreditation Expires:

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

Signed:

Gerald Schultz, CBIH  
Chairperson, Analytical Accreditation Board

Cheryl O. Martin  
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision: 14  
03/26/2014

Date Issued: 06/30/2013
AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

LEGEND Technical Services, Inc.
88 Empire Drive, St. Paul, MN 55103

Laboratory ID: 101095
Issue Date: 06/30/2015

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory’s current accreditation status for the particular field(s) of testing/methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

**Industrial Hygiene Laboratory Accreditation Program (IHLAP)**

Initial Accreditation Date: 03/01/1998

<table>
<thead>
<tr>
<th>IHLAP Scope Category</th>
<th>Field of Testing (FoT) (FoTs cover all relevant IH matrices)</th>
<th>Technology sub-type/ Detector</th>
<th>Published Reference Method/Title of In-house Method</th>
<th>Method Description or Analyte (for internal methods only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chromatography Core</td>
<td>GC/MS</td>
<td>EPA TO-15</td>
<td>NIOSH 1614</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gas Chromatography (Diffusive Samplers)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spectrometry Core</td>
<td>Inductively-Coupled Plasma</td>
<td>ICP/AES</td>
<td>EPA SW-846 6010C</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NIOSH 7303</td>
<td></td>
</tr>
<tr>
<td>Asbestos/Fiber Microscopy Core</td>
<td>Phase Contrast Microscopy (PCM)</td>
<td></td>
<td>NIOSH 7400A</td>
<td></td>
</tr>
</tbody>
</table>

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

The EPA recognizes the AIHA-LAP, LLC ELLAP program as meeting the requirements of the National Lead Laboratory Accreditation Program (NLLAP) established under Title X of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and includes paint, soil and dust wipe analysis. Air analysis is not included as part of the NLLAP.

Environmental Lead Laboratory Accreditation Program (ELLAP)

Initial Accreditation Date: 01/01/2002

<table>
<thead>
<tr>
<th>Field of Testing (FoT)</th>
<th>Technology sub-type/ Detector</th>
<th>Method</th>
<th>Method Description (for internal methods only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paint</td>
<td></td>
<td>EPA SW-846 3050B</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NIOSH 7300</td>
<td></td>
</tr>
<tr>
<td>Soil</td>
<td></td>
<td>EPA SW-846 3050B</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NIOSH 7300</td>
<td></td>
</tr>
<tr>
<td>Settled Dust by Wipe</td>
<td></td>
<td>EPA SW-846 3050B</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NIOSH 7300</td>
<td></td>
</tr>
<tr>
<td>Airborne Dust</td>
<td></td>
<td>EPA SW-846 3050B</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NIOSH 7300</td>
<td></td>
</tr>
</tbody>
</table>

A complete listing of currently accredited Environmental Lead laboratories is available on the AIHA-LAP, LLC website at: http://www.aihacreditedellap.org
July 31, 2015

Jenny Cahoon
Legend Technical Services of Arizona, Inc.
17631 N. 25th Avenue
Phoenix, AZ 85023

Dear Ms. Cahoon:

Congratulations! The AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC’s Analytical Accreditation Board (AAB) has approved Legend Technical Services of Arizona, Inc. as an accredited Environmental Microbiology laboratory.

Accreditation documentation includes the EMLAP accreditation certificate, scope of accreditation document and a copy of the current AIHA-LAP, LLC license agreement (if your completed agreement is not on file at AIHA-LAP, LLC). The accreditation symbol has been designed for use by all AIHA-LAP, LLC accredited laboratories. If your laboratory chooses to use the symbol in its advertising the laboratory’s accreditation, you must complete and return the AIHA-LAP, LLC license agreement to a Laboratory Accreditation Specialist. Once submitted, an electronic copy of the accreditation symbol will be sent to you. Please inform us if your laboratory does not wish to use the symbol in advertising.

Laboratory accreditation shall be maintained by continued compliance with EMLAP requirements (see Policy Modules 3D and 6), which includes proficient participation in AIHA-LAP, LLC approved proficiency testing, demonstration of competency, or round robin program as indicated on the AIHA-LAP “Approved PT and Round Robin” webpage, its associated Scope/PT table, and as required in Policy Module 6, for all Fields of Testing (FoTs) for which the laboratory is accredited. An accredited laboratory that wishes to expand into a new FoT must submit an updated accreditation application to AIHA-LAP, LLC for review by the AAB.

Any changes in ownership, laboratory location, personnel, FoTs/Methods, or significant procedural changes shall be reported to AIHA-LAP, LLC in writing within twenty (20) business days of the change.

The accreditation certificate is the property of AIHA-LAP, LLC and must be returned to us should your laboratory withdraw or be removed from the EMLAP.

Again, congratulations. If you have any questions, please contact Lauren Schneck, Laboratory Accreditation Specialist, at (703) 846-0716.

Sincerely,

Cheryl O. Morton
Managing Director
AIHA Laboratory Accreditation Programs, LLC
AIHA

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

Legend Technical Services of Arizona, Inc.
17631 N. 25Th Avenue, Phoenix, AZ 85023
Laboratory ID: 102982

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

LABORATORY ACCREDITATION PROGRAMS

☐ INDUSTRIAL HYGIENE
☐ ENVIRONMENTAL LEAD
☑ ENVIRONMENTAL MICROBIOLOGY
☐ FOOD
☐ UNIQUE SCOPES

Accreditation Expires:
Accreditation Expires:
Accreditation Expires 09/01/2017
Accreditation Expires:
Accreditation Expires:

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

Gerald Schulte, CPH
Chairperson, Analytical Accreditation Board

Cheryl D. Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision 1.0 03/16/2014

Date issued: 07/31/2015
The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or withdrawal of accreditation.

**Environmental Microbiology Laboratory Accreditation Program (EMLAP)**

**Initial Accreditation Date:** 06/01/2004

<table>
<thead>
<tr>
<th>EMLAP Category</th>
<th>Field of Testing (PoT)</th>
<th>Method</th>
<th>Method Description (for internal methods only)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fungal</strong></td>
<td>Air - Culturable</td>
<td>SOP MB-051.15</td>
<td>In-house: Analysis of Culturable Air Samples for Fungi</td>
</tr>
<tr>
<td></td>
<td>Bulk - Culturable</td>
<td>SOP MB-051.15</td>
<td>In-house: Analysis of Culturable Bulk Samples for Fungi</td>
</tr>
<tr>
<td></td>
<td>Surface - Culturable</td>
<td>SOP MB-051.15</td>
<td>In-house: Analysis of Culturable Surface Samples for Fungi</td>
</tr>
<tr>
<td></td>
<td>Air - Direct Examination</td>
<td>SOP MB-045.14</td>
<td>In-house: Analysis of Spore Traps</td>
</tr>
<tr>
<td></td>
<td>Surface - Direct Examination</td>
<td>SOP MB-052.13</td>
<td>In-house: Analysis of Tapes</td>
</tr>
</tbody>
</table>

A complete listing of currently accredited Environmental Microbiology laboratories is available on the AIHA-LAP, LLC website at: [http://www.aihacreditedlabs.org](http://www.aihacreditedlabs.org)
MINNESOTA DEPARTMENT OF HEALTH

has authorized

LEGEND TECHNICAL SERVICES, INC.
88 EMPIRE DR
ST PAUL, MINNESOTA  55103

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

CERTIFIED LEAD FIRM
LICENSE NO: LF207
EXPIRES: 12/07/2017

THIS CERTIFICATE IS NONTRANSFERABLE

[Signature]
Thomas P. Hogan, Director
Environmental Health Division
Minnesota Department of Health
Asbestos Contractor License

License Number: AC416
Issued on: August 19, 2016

To:
Legend Technical Services, Inc.
88 Empire Dr
St Paul, Minnesota 55103

Responsible Individual: Cheryl A. Sykora

This license is valid from August 27, 2016 to August 26, 2017.

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

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

Thomas P. Hogan, Director
Environmental Health Division
organized to improve the practice of industrial hygiene
proclaims that

Cheryl A. Sykora

having met all requirements of
education, experience and examination, and
ongoing maintenance,
is hereby certified in the

CHEMICAL PRACTICE
of
INDUSTRIAL HYGIENE

and has the right to use the designations

CERTIFIED INDUSTRIAL HYGIENIST

CIH

Certificate Number  3832 C
Awarded:   December 9, 1987
Expiration Date:  June 1, 2020

Chair, ABIH
Chief Executive Officer, ABIH
BOARD OF CERTIFIED SAFETY PROFESSIONALS

AFFIRMS THAT

Cheryl A. Sykora

HAVING MADE APPLICATION FOR AND GIVEN SATISFACTORY EVIDENCE OF QUALIFICATION AS REQUIRED IN THE BY-LAWS; IS QUALIFIED TO RECEIVE AND IS HEREBY AUTHORIZED TO USE THE DESIGNATION

CERTIFIED SAFETY PROFESSIONAL

IN

COMPREHENSIVE PRACTICE

SO LONG AS THIS CERTIFICATE OF QUALIFICATION IS RENEWED ANNUALLY AND NOT REVOKED

BOARD OF EXAMINERS IN WITNESS WHEREOF
WE HAVE HEREUNTO SET OUR HANDS AND
AFFIXED THE SEAL OF THE BOARD THIS 1st DAY OF AUGUST, 1932

L.E. McClary
PRESIDENT

J... (signature)
SECRETARY

SERIAL NO. 11215
THIS CERTIFIES THAT

Cheryl Sykora

HAS SUCCESSFULLY MET ALL THE REQUIREMENTS OF EDUCATION, EXPERIENCE AND EXAMINATION, AND IS HEREBY DESIGNATED A

CERTIFIED HAZARDOUS MATERIALS MANAGER
CHMM

November 30, 2004

DATE OF EXAMINATION

November 30, 2020

DATE OF EXAMINATION

12788

CERTIFICATE NO.

M. Patricia Butz

CREDENTIAL MANAGER

ACCREDITED BY THE AMERICAN NATIONAL STANDARDS INSTITUTE AND THE COUNCIL OF ENGINEERING AND SCIENTIFIC SPECIALTY SOCIETIES
Certificate No: SLM07191601SR

Expiration Date: July 19, 2017

This is to certify that
Cheryl Sykora
has attended and successfully completed an
ASBESTOS SUPERVISOR
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on July 19, 2016
Examination Date: July 19, 2016

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

[Signature]
Training Instructor
Certificate No: 5LM08081612PbRAR

Issue Date: August 8, 2016

This diploma is awarded to
Keith Giorgi
1495 Auburn Ct Eagan MN 55122
for successfully completing and passing the examination for the

LEAD (Pb) RISK ASSESSOR
REFRESHER TRAINING COURSE

This training course is Approved by the State of Minnesota
under Minnesota Rules, parts 4761.2000 to 4761.2700
and meets the requirements of 40 CFR 745.225,
and Title X of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.
in
White Bear Lake, MN on August 8, 2016
Examination Date: August 8, 2016

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

[Signature]
Director, Env. Health Div.

MDH
Licensed by
State of Minnesota
Department of Health

License No. LR231
Expires 08/31/2017

Keith J Giorgi
1495 Auburn Ct
Eagan, MN 55122

[Signature]
Training Course Manager
This is to certify that

Keith Giorgi

has attended and successfully completed an

ASBESTOS PROJECT DESIGNER
REFRESHER TRAINING COURSE

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

conducted by

Lake States Environmental, Ltd.
in
White Bear Lake, MN on November 2, 2016

Examination Date: November 2, 2016

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

MDH
ASBESTOS PROJECT
DESIGNER
Certified by
State of Minnesota
Department of Health
Expires: 11/02/2017
Keith J Giorgi
1495 Auburn Ct
Eagan, MN 55122

Director, Env. Health Div. No AD2215 Issued: 11/08/2016
Certificate No: SLM08041605IR

This is to certify that

Keith Giorgi

has attended and successfully completed an

ASBESTOS INSPECTOR

REFRESHER TRAINING COURSE

permitted by

the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722

and meets the requirements of

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

conducted by

Lake States Environmental, Ltd.

in

White Bear Lake, MN on August 4, 2016

Examination Date: August 4, 2016

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

[Signature]

[Signature]

Expiry Date: August 4, 2017

MDH

ASBESTOS INSPECTOR

Certified by:
State of Minnesota
Department of Health
Expires: 08/04/2017.

Keith Giorgi
1436 Auburn G1
Eagan, MN 55122

[Photo]

No A0219 Issued 08/03/2016
This is to certify that
Keith Giorgi
has attended and successfully completed an
ASBESTOS SUPERVISOR
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on August 16, 2016
Examination Date: August 16, 2016

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

[Signature]
Training Instructor
Certificate of Achievement

This is to certify that

Keith Giorgi
of Legend Technical Services, Inc.

on the 22nd day of March 2001 successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

including, but not limited to, the topics of Radiation Safety and the Proper Use of the Instrument.

Jacob Paster, Vice President, RMD
44 Hunt St., Watertown, Massachusetts
KEITH GIORGI

has completed coursework and passed an examination that meets all criteria required for the course entitled.

"SAMPLING AND EVALUATING AIRBORNE ASBESTOS DUST" (NIOSH 582)
Certificate Number: NIOSH 001
Given By:
LEGEND TECHNICAL SERVICES, INC.

April 1993

Cheryl Sykora
Certified Industrial Hygienist (3832)
Certificate No: SLM08041605MPR

Expiry Date: August 4, 2017

This is to certify that
Todd G. Giorgi
has attended and successfully completed an
ASBESTOS MANAGEMENT PLANNER
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on August 4, 2016
Examination Date: August 4, 2016

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

[Signature]
Training Instructor
Certificate No: 5LM09141609PbRAR   Issue Date: September 14, 2016

This diploma is awarded to
Todd G. Giorgi
12990 Ibis St NW Coon Rapids MN 55448
for successfully completing and passing the examination for the
LEAD (Pb) RISK ASSESSOR
REFRESHER TRAINING COURSE
This training course is Approved by the State of Minnesota
under Minnesota Rules, parts 4761.2000 to 4761.2700
and meets the requirements of 40 CFR 745.225,
and Title X of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on September 14, 2016
Examination Date: September 14, 2016

Bob Regola - Training Course Manager
Certificate No: 5LM08041615IR

Expiration Date: August 4, 2017

This is to certify that
Todd G. Giorgi
has attended and successfully completed an
ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on August 4, 2016
Examination Date: August 4, 2016

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

[Signature]
Training Instructor
Certificate No: 5LM03241612PDR  

Expiration Date: March 24, 2017

This is to certify that

Todd G. Giorgi

has attended and successfully completed an

ASBESTOS PROJECT DESIGNER
REFRESHER TRAINING COURSE

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

Lake States Environmental, Ltd.

in

White Bear Lake, MN on March 24, 2016

Examination Date: March 24, 2016

[Signature]

Training Inspector

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811
This is to certify that
Todd G. Giorgi
has attended and successfully completed an
ASBESTOS SUPERVISOR
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on October 3, 2016
Examination Date: October 3, 2016

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

Training Instructor
TODD GIORGI

has completed coursework and passed an examination that meets all criteria required for the course entitled.

"SAMPLING AND EVALUATING AIRBORNE ASBESTOS DUST" (NIOSH 582)
Certificate Number: NIOSH 002
Given By:
LEGEND TECHNICAL SERVICES, INC.

April, 1993

Certified Industrial Hygienist (5832)
McCRONE RESEARCH INSTITUTE

certifies that

Todd G. Giorgi

has successfully completed an intensive course of instruction in

Microscopical Identification of Asbestos

given by the McCrone Research Institute

Presented this 24th day of September 1999

Course Date: September 20-24, 1999
3.5 CEU's
Microscopy Instruction, Consultation & Analysis

certifies that

Todd G. Giorgi

has successfully completed an intensive course of instruction in

Advanced Asbestos Identification
Using Polarized Light Microscopy

given by Microscopy Instruction, Consultation & Analysis

Presented this 29th day of July, 2005

[Signature]

Peter W. Cooke
certifies that

Todd G. Giorgi

has successfully completed an intensive course of instruction in

Quantitative Asbestos Analysis

given by Microscopy Instruction, Consultation & Analysis

presented this 28th day of March, 2012

Peter M. Cooke
Certificate of Achievement

This is to certify that

Todd Giorgi
of Legend Technical Services, Inc.
on the 22nd day of March 2001 successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

including, but not limited to, the topics of Radiation Safety and the Proper Use of the Instrument.

Jacob Paster, Vice President, RMD
44 Hunt St., Watertown, Massachusetts
Certificate No: 5LM11031609IR

This is to certify that
Andrew J. Tinklenberg
has attended and successfully completed an
ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.

in
White Bear Lake, MN on November 3, 2016
Examination Date: November 3, 2016

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

[Signature]
Training Instructor
This is to certify that
Andrew J. Tinklenberg
has attended and successfully completed an
ASBESTOS PROJECT DESIGNER
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on September 2, 2016
Examination Date: September 2, 2016

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 234-9811

[Signature]
Training Instructor
Certificate No: 5LM01031713SR

This is to certify that
Andrew J. Tinklenberg
has attended and successfully completed an
ASBESTOS SUPERVISOR
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

in
White Bear Lake, MN on January 3, 2017
Examination Date: January 3, 2017

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

[Signature]
Training Instructor

Expiration Date: January 3, 2018
Certificate No: 5LM03021702PbRAR

This diploma is awarded to
Andrew Tinklenberg
13224 Pine Ridge Rd Burnsville MN 55337
for successfully completing and passing the examination for the
LEAD (Pb) RISK ASSESSOR
REFRESHER TRAINING COURSE
This training course is Approved by the State of Minnesota
under Minnesota Rules, parts 4761.2000 to 4761.2700
and meets the requirements of 40 CFR 745.225,
and Title X of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on March 2, 2017
Examination Date: March 2, 2017

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

Bob Rogalla - Training Course Manager
Certificate No: R-I-19982-14-00939
Issue Date: February 10, 2014
Expiration Date: February 3, 2019

This certificate is awarded to
Andrew J. Tinklenberg
13727 Hemlock Ct Apple Valley MN 55124
for attending and successfully completing the
LEAD-SAFE RENOVATOR
INITIAL TRAINING - ENGLISH
This training course complies with the requirements of
and is accredited by the US EPA per 40 CFR745.225,
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on February 3, 2014
Examination Date: February 3, 2014

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

Bob Rogalla - Training Course Manager
Certificate of Achievement

This is to certify that

Andrew Tinklenberg
Legend Technical Services, Inc.
on the 7th day of December 2007 successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

including, but not limited to the topics of Radiation Safety, DOT Regulations, and the Proper Use of the Instrument.

[Signature]
Jacob Paster, Vice President, RMD
44 Hunt St., Watertown, Massachusetts
This is to certify that

Andrew Tinklenberg

has successfully completed the course in

Airborne Asbestos Sampling and Evaluation Techniques
A NIOSH 582 Equivalent Course

Course work included a study of the NIOSH 7400 Method,
OSHA Reference Method as specified in 29 CFR 1910.1001,

Successful completion of course determined by an examination score of 70% or greater.

Presented by:

ATC ASSOCIATES INC.
AND
LAKE STATES ENVIRONMENTAL, LTD
Roseville, Minnesota

Instructor - Darnell Nehlich

April 30 – May 4, 2007
Date of Course
Certificate No: SLM02160703AS

This is to certify that
Andrew Tinklenberg
has attended and successfully completed an
ASBESTOS AIR SAMPLING
TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
conducted by

Lake States Environmental, Ltd.

in
White Bear Lake, MN on February 15 - 16, 2007
Examination Date: February 16, 2007

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

[Signature]
Training Instructor
Certificate No: 5LM03021718PbRAR

Issue Date: March 2, 2017

This diploma is awarded to

Cynthia Widlund
1693 Selby Ave  St Paul MN 55104

for successfully completing and passing the examination for the

LEAD (Pb) RISK ASSESSOR
REFRESHER TRAINING COURSE

This training course is Approved by the State of Minnesota under Minnesota Rules, parts 4761.2000 to 4761.2700 and meets the requirements of 40 CFR 745.225, and Title X of the Toxic Substances Control Act (TSCA)

conducted by

Lake States Environmental, Ltd.

in

White Bear Lake, MN on March 2, 2017

Examination Date: March 2, 2017

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

Bob Rogalla - Training Course Manager
Certificate No: SLM071810041R
Expiration Date: July 18, 2017

This is to certify that
Cynthia Widlund
has attended and successfully completed an
ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on July 18, 2016
Examination Date: July 18, 2016

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9411

[Signature]
Training Instructor
Certificate No: 5LM07191603SR

This is to certify that
Cynthia Widlund
has attended and successfully completed an
ASBESTOS SUPERVISOR
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on July 19, 2016
Examination Date: July 19, 2016

Lake States Environmental, Ltd.
P. O. Box 643, Rice Lake, WI 54868
(800) 254-9811

[Signature]
Training Manager
MINNESOTA STATE BOARD OF ARCHITECTURE, ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE AND INTERIOR DESIGN

This is to certify that

Cynthia A Widlund
is a licensed
Professional Geologist

30693          06/30/2016          06/30/2018
License Number  Effective Date  Expiration Date

ISSUED          Cynthia A Widlund
TO:             1593 Selby Avenue
                 Saint Paul, MN 55104-8148

Professional Geologist
This Certifies that

Cynthia Widlund

has successfully completed the

Asbestos Air Sampling Training Course

given by

MacNeil Environmental, Inc.

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

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

Course Location: White Bear Lake, MN
Date of Training: September 6 & 7, 2001
Identification No: MEI-01-181
Microscopy Instruction, Consultation & Analysis
certifies that

Cynthia Widlund

has successfully completed an intensive course of instruction in

Sampling & Evaluating Airborne Asbestos Dust
Asbestos Fiber Counting: NIOSH 582
given by Microscopy Instruction, Consultation & Analysis

Presented this 20th day of April, 2001

[Signature]
Certificate of Achievement

Cynthia Widlund
Forensic Analytical

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

A0040332719
Certificate Number
04/12/00 Minneapolis
Date & Site of Course

NITON CORPORATION

Training Coordinator

Director of Training
Certificate of Achievement

This is to certify that

Cynthia Widlund
Legend Technical Services

on the 26th day of May 2009, successfully completed the factory training for

RMD's LPA-1 Lead Paint Inspection System

including, but not limited to the topics of Radiation Safety, DOT Regulations, and the Proper Use of the Instrument.

Sia Alshari, Product Manager RMD
44 Hunt St., Watertown, Massachusetts
This is to certify that Patricia Roettger has attended and successfully completed an ASBESTOS INSPECTOR REFRESHER TRAINING COURSE permitted by the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722 and meets the requirements of Section 206 of Title II of the Toxic Substances Control Act (TSCA) conducted by Lake States Environmental, Ltd. in Hudson, Wi on November 8, 2016.

Examination Date: November 8, 2016
Certificate No: SLM11071604SR

Expiration Date: November 7, 2017

This is to certify that

Patricia Roettger

has attended and successfully completed an

ASBESTOS SUPERVISOR
REFRESHER TRAINING COURSE

permitted by

the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722

and meets the requirements of

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

conducted by

Lake States Environmental, Ltd.

in

Hudson, WI on November 7, 2016

Examination Date: November 7, 2016

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 334-9811
Certificate No: 5LM03291109AS

This is to certify that
Patricia Roettger
has attended and successfully completed an
ASBESTOS AIR SAMPLING
TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
conducted by
Lake States Environmental, Ltd.
in
White Bear Lake, MN on March 28 - 29, 2011
Examination Date: March 29, 2011

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

[Signature]
Training Instructor
This is to certify that

Patricia Roettger

has successfully completed the course in

Airborne Asbestos Sampling and Evaluation Techniques
A NIOSH 582 Equivalent Course

Course work included a study of the NIOSH 7400 Method,
OSHA Reference Method as specified in 29 CFR 1910.1001,

Successful completion of course determined by an examination score of 70% or greater.

Presented by:

ATC ASSOCIATES INC.
AND
LAKE STATES ENVIRONMENTAL, LTD

White Bear, Minnesota

February 6 - 10, 2012
Date of Course

Instructor - Darnell Nehlich
certifies that

Patricia Roettger

has successfully completed an intensive course of instruction in

Asbestos Identification Using Polarized Light Microscopy

given by Microscopy Instruction, Consultation & Analysis

presented this 10th day of December, 2010

[Signature]

PETER M. COOKS
Certificate No: 5LM06071607SR

This is to certify that

Corey D. Campbell
has attended and successfully completed an

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

Lake States Environmental, Ltd.
in
White Bear Lake, MN on June 7, 2016
Examination Date: June 7, 2016

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

Training Instructor
This diploma is awarded to
Corey D. Campbell
3650 Upper 143rd St W Rosemont MN 55068
for successfully completing and passing the examination for the
LEAD (Pb) RISK ASSESSOR
REFRESHER TRAINING COURSE
This training course is Approved by the State of Minnesota
under Minnesota Rules, parts 4761.2000 to 4761.2700
and meets the requirements of 40 CFR 745.225,
and Title X of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
White Bear Lake, MN on May 20, 2016
Examination Date: May 20, 2016

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(888) 234-9811

[Signature]
Bob Regalla - Executive Director Manager
This is to certify that
Corey D. Campbell
has attended and successfully completed an
ASBESTOS INSPECTOR
REFRESHER TRAINING COURSE
permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by
Lake States Environmental, Ltd.
in White Bear Lake, MN on June 8, 2016
Examination Date: June 8, 2016

Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 234-9811

[Signature]
Training Inspector
This Certifies that

Corey Campbell

has successfully completed the

Asbestos Air Sampling Training Course

given by

MacNeil Environmental, Inc.

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

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

Course Location: White Bear Lake, MN
Date of Training: June 7-8, 1999
Identification No: ME1-99-131
Institute of Hazardous Materials Management

This certifies that

Corey D. Campbell

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

Certified Hazardous Materials Manager®

April 2008
Date of Certification

14649
Credential Number

April 30, 2018
Certification Expires

Valid so long as this credential is renewed according to schedule and is not otherwise revoked.
AMA ANALYTICAL SERVICES, INC.

This Is To Certify That

Corey D. Campbell
502-02-3483

Has Successfully Completed The Course Entitled

AIRBORNE ASBESTOS SAMPLING AND EVALUATION TECHNIQUES
A NIOSH 582 EQUIVALENT COURSE

Coursework included a study of the NIOSH 7400 Method presented in accordance with the Occupational Safety and Health Administration (OSHA) Regulations 29 CFR 1910.1001 and 29 CFR 1926.1101.

Joseph A. Coco, CIH
Quality Assurance Officer

March 1 - 5, 1999
Date of Certification

Luis Bustillos
Instructor

Gary D. Urban
Instructor

4475 Forbes Boulevard • Lanham, Maryland • 20706
301-459-2640 • Fax 301-459-2643
Lead Supervisor

Certified by:
State of Minnesota
Department of Health
Expires: 02/09/2017
Mark H Waltz
309 Plumtree Rd
Hickson, ND 58047

Mark H Waltz
Director, Env. Health Div.

North Dakota Department of Health
Certificate of
Land-Based Pile Abatement

Mark Henry Waltz has met the requirements of Chapter 33-15-13 of the North Dakota Air Pollutant Control Rules for certification in the following land-based pile abatement discipline(s):

1. Supervisor
2. Worker
3. Inspector
4. Project Designer

Exp: 03/31/2023

LCP Control Program

North Dakota Department of Health
Certificate

Mark Henry Waltz has met the requirements of Chapter 33-15-13 of the North Dakota Air Pollutant Control Rules for certification in the following asbestos abatement discipline(s):

1. Supervisor
2. Worker
3. Inspector
4. Management Planner
5. Project Designer
6. Project Manager

Exp: 03/10/2018

Asbestos Control Program
United States Environmental Protection Agency

This is to certify that

Mark Henry Waltz

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Risk Assessor

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires December 02, 2019

LBP-R-4078-1
Certification #
November 18, 2016
Issued On

Adrienne Priselac, Manager, Toxics Office
Land Division
United States Environmental Protection Agency

This is to certify that

Mark Henry Waltz

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

Project Designer

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires December 02, 2019

LBP-P-4078-1
Certification #

November 18, 2016
Issued On

Adrienne Priselac, Manager, Toxics Office
Land Division
American Council for Accredited Certification

hereby certifies that

Mark H. Waltz

has met all the specific standards and qualifications of the re-certification process, including continued professional development, and is hereby re-certified as a

CMC

Council-certified Microbial Consultant

This certificate expires on November 30, 2017.

Charles F. Wiles, Executive Director

0711015

Certificate Number

This certificate remains the property of the American Council for Accredited Certification.
Mike D. Moister
1801 17th St S
Fargo, ND 58102

Mike D. Moister
1801 17th St S
Fargo, ND 58102

Mike D. Moister
1801 17th St S
Fargo, ND 58102
ETI ENVIROIMMENTAL TRAINING INSTITUTE
University of North Dakota
Stop 8273
Grand Forks, ND 58202-8273
701-777-0384

Hereby certifies that

Mike Molstre
Legend Technical Services Inc
1126 Westrac Dr Ste A
Fargo, ND 58103-8729

has attended and successfully completed the
LEAD HAZARD REDUCTION TRAINING
RISK ASSESSOR REFRESHER COURSE

EPA Accredited Pursuant to
Section 402 of the Toxic Substances Control Act (TSCA) (15C.2682)
and
Approved under North Dakota Air Pollution Control Rule (NDAC) 33-15-24
by the State of Minnesota under Minnesota Rules,
parts 4761.2000 to 4761.2700

January 11, 2017

Course Location: Grand Forks, ND
Exam Date: January 11, 2017
Certificate No: LR-17011R-0111
Expiration Date: January 11, 2018 MN
January 11, 2020 ND

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

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

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

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

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

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

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

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

   The following coverages shall be included:

   - Premises and Operations Bodily Injury and Property Damage
   - Personal and Advertising Injury
   - Blanket Contractual Liability
   - Products and Completed Operations Liability
   - Other; if applicable, please list

   State of Minnesota named as an Additional Insured

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

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

Contractor is required to carry the following minimum limits:

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

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

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

C. Additional Insurance Conditions:

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

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

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

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

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

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

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

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

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.
# EXHIBIT D1

## CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**

Agent/Broker Name & Address

**INSURED**

Contractor/Vendor Name & Address

**COVERAGES**

The policies of insurance listed below have been issued to the Insured named above.

- **A.** GENERAL LIABILITY
  - **EXCESS LIABILITY**
    - Excess Umbrella may be used to supplement the GL & Auto limits, to satisfy policy limits
  - **Workers Compensation and Employers' Liability**
- **B.** AUTOMOBILE LIABILITY
  - **EXCESS LIABILITY**
  - **GARAGE LIABILITY**
  - **E.** OTHER Professional Liability (applicable if design related services provided)

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Project Location & Description: The State of Minnesota is named as an Additional Insured.

### CANCELLATION

Should any of the above described policies be cancelled before the expiration date, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left authorized representative.
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 13, 2017
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
Web: www.humanrights.state.mn.us
Email: employerinfo@therightsplace.net

TC Metro: (651) 296-5663 Toll Free: 800-657-3704
Fax: (651) 296-9042 TTY: (651) 296-1283
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.
Organization Name

Cheryl A Sykora - President
Name and Title of Official Signing for Organization

By: Cheryl A Sykora
Signature of Official

March 13, 2017
Date

Rev. 01/16
Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name:

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

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

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).

2. That the attached proposal submitted in response to the RFP for Master Contract 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

Respondent's firm name: Legend Technical Services, Inc.

Print authorized representative name: Cheryl A Sykorak

Authorized signature: Cheryl A Sykorak

Title: President

Date (mm/dd/yyyy): 3/15/17

Notary Public

Subscribed and sworn to before me this:
15 day of March, 2017

Patricia J. Stevens, Notary Public

Commission expires (mm/dd/yyyy)

January 31, 2020

ADM4-01 • 9/12/12
**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRITS 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**

HUB International Mountain States Limited
245 E. Roselawn Avenue, Suite 31
Saint Paul, MN 55117-1940

**INSURED**

Legend Technical Services Inc
and Bonsai LLC
88 Empire Drive
St Paul, MN 55103

**INSCRIBER A**

General Casualty Company of Wisconsin

**INSCRIBER B**

Greenwich Insurance Company

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**CONTACT**

Kris Reynolds
PHONE (651) 285-5128
EMAIL kristine.reynolds@hubinternational.com

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

**COVERAGES:**

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<td>CWC0431539</td>
<td>07/08/2016</td>
<td>07/08/2017</td>
<td>EACH ACCIDENT</td>
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<tr>
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<td>PROFESSIONAL LOAB</td>
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<td>04/25/2017</td>
<td>04/25/2017</td>
<td>ANNUAL AGGREGATE</td>
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</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES:**

ACORD 101, Additional Information Schedule, may be attached if more space is required.

**SWIFT CONTRACT NO:**

124203 / T-Number: 1702C / Project Name: Industrial Hygiene Services Master Contract / State of Minnesota / Refer to attached

endorsements for additional insured status / COVERAGE BECOMES EFFECTIVE ONLY AFTER ALL PARTIES HAVE SIGNED THE CONTRACT REQUIREING THE

COVERAGES

**CERTIFICATE HOLDER:**

State of Minnesota
Commissioner of Administration
50 Sherburne Ave, Suite 309
Saint Paul, MN 55155

**AUTHORIZED REPRESENTATIVE:**

Renee Leggage

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