STATE OF MINNESOTA

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

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<th>Project Mgr.:</th>
<th>Gordon Christofferson</th>
<th>Contract Specialist:</th>
<th>Talia Landucci</th>
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Project Name: Industrial Hygiene Services Master Contract

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SWIFT Contract No: **124197/T#1702C**

SWIFT Order: ____________________________
Number / Date / Entry Initials

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

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

Contractor Name and Address: Techtron Engineering
640 East Main Street
Anoka, MN 55303

Contact Person: Michael Bodnar
Contact Person Phone: 763.712.9502
Contact Person Fax: 763.712.9504
Contact Person Email: mike@techtron.biz

Contract Execution Date: **05/16/2017**
Contract End Date: **4/30/2022**

(*Note: According to Minn. Stat. 16C.08 Subd. 3(b), 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 Techtron Engineering, 640 East Main Street, Anoka, MN 55303 ("Consultant").

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

Master Contract

1. Term of Master Contract
   1.1. Effective Date: The date the State obtains all required signatures under Minnesota Statute § 16C.05, subd. 2.
   The Consultant must not accept work under this master contract until this master contract is fully executed and the Consultant has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.
   1.2. Work Order Contracts: The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.
   1.3. Expiration Date: April 30, 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
     o On-site observation of project work
     o Preparation of recommendations and reports

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

   • Collection and Analysis
     o 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: at https://mn.gov/mnmb/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 Michael Bodnar, 763.712.9502. 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**
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/ExerifySubCertForm.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 Norcollusion
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 – Technion Engineering
   The Consultant certifies that the appropriate person(s) have executed the contract on behalf of the Consultant as required by applicable articles or bylaws.

   By: ____________________
   Printed Name: Michael Boddy
   Title: President
   Date: 5/3/17

2. STATE AGENCY – Department of Administration
   By: ____________________
   Printed Name: Gordon Christofferson
   Title: Project Operations Manager
   Date: 5/15/17

3. COMMISSIONER OF ADMINISTRATION
   As delegated to Official State Bookkeeper
   By: ____________________
   Date: 05/16/2017
# Attachment 1

## Service Categories & Descriptions

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<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>
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<th>#</th>
<th>Service Description</th>
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<tbody>
<tr>
<td>8</td>
<td><strong>Lead in Paint Sampling</strong>&lt;br&gt;Investigation, sampling, evaluating, reporting, and providing corrective recommendations for lead concerns. Such sampling is to be conducted by companies and individuals credentialed by the Minnesota Department of Health and by use of the requirements provided in Minnesota Rules 4761.2550 through 4761.2570.</td>
</tr>
<tr>
<td>9</td>
<td><strong>Hazardous Material Surveys with Electronic Database of Information</strong>&lt;br&gt;Conduct surveys for suspect asbestos containing, or other hazardous materials, building and site materials and provide corrective recommendations. Information must be put into an electronic format, and electronic data must be converted to portable document format (pdf) on CD-R media. Asbestos surveys and management plans are to be performed by individuals credentialed by the Minnesota Department of Health and by use of the requirements provided in Minnesota Rules, parts 4620.3460 and 4620.3470.</td>
</tr>
<tr>
<td>10</td>
<td><strong>Not Used</strong>&lt;br&gt;Not Used</td>
</tr>
<tr>
<td>11</td>
<td><strong>Other Hazardous Material Industrial Hygiene Services</strong>&lt;br&gt;Investigation, sampling, evaluating, reporting, and providing corrective recommendations for other hazardous material concerns.</td>
</tr>
</tbody>
</table>
Exhibit A

SAMPLE STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES
WORK ORDER CONTRACT

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

Work Order Contract

1. Term of Contract
   1.1. **Effective date:** ____, or the date the State obtains all required signatures under Minnesota Statute § 16C.05,
   subdivision 2, whichever is later.
   The Consultant must not begin work under this contract until this contract is fully executed and the
   Consultant has been notified by the State's Authorized Representative to begin the work.
   1.2. **Expiration date:** ____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Consultant’s Duties
   The Consultant, who is not a state employee, will: ____________________________________________.

3. Consideration and Payment
   3.1. **Consideration.** The State will pay for all services performed by the Consultant under this work order contract as
   follows:
   (A) **Compensation.** The Consultant will be paid ____.
   (B) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by
   the Consultant as a result of this work order contract will not exceed $____.
   (C) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Consultant
   under this work order contract will not exceed $____.

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

4. Project Managers
   The State’s Project Manager is ____. The State’s Authorized Representative will certify acceptance on each invoice
   submitted for payment.
   The Consultant’s Project Manager is ____. If the Consultant’s Project Manager changes at any time during this work
   order contract, the Consultant must immediately notify the State.

SIGNATURES AS REQUIRED BY THE STATE.
March 21, 2017

re: Fee structure
Industrial Hygiene Services

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

- All Personnel for all services: $86.00 per hour
- PLM Asbestos Analysis: $22.00/layer
- Mold Analysis: $24.00/sample
- Niton XRF for lead testing:
  - PCM asbestos analysis: $32.00 per hour
  - $18.00 per sample

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

Respectfully submitted,

Michael Bodnar, PE, CIF
Exhibit C - Qualifications Proposal
State of Minnesota
Real Estate and Construction Services (State)
Qualifications and General Requirements Information

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

1.0 Project Information
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): Techtron Engineering, 640 East Main Street, Anoka, MN 55303
   b. County of responder's location: Anoka
   c. Responder's State Vendor Number: 0000218351
   d. Date firm was established: 1988
   e. Name, title & telephone number person signing proposal (see section 10.0): Michael Bodnar, President, 763 712-9502
   f. Responder's (contact) telephone number: 763 712 9502
   g. Responder's Fax Number: 763 712 9504
   h. Responder's Email Address: mike@techtron.biz
3.0 Statement & documentation that responder has been in business for a minimum of five (5) years providing Industrial Hygiene Services: Techtron Engineering has been providing industrial hygiene services since 1988 and has been a vendor for the state of MN for five years.

4.0 Statement that responder is in agreement with the State’s Master Contract for Industrial Hygiene Services: yes

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: Techtron Engineering has been committed and continues to be committed to providing Industrial Hygiene Services to the State of MN as a valued client.

b. Responder’s statement on availability to start work promptly within 24 hours upon execution of contract and to promptly deliver services: We have the staff and schedule work so that we are always able to start work within 24 hours upon execution of contract.

c. Responder’s statement on ability to work on multiple projects simultaneously: Techtron Engineering has the staff and ability to work on three projects simultaneously.

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

1. All field technicians perform on-site analysis under our AIHA accredited laboratory, which is much more stringent than AAR program (required)

2. Steve Bodnar AIHA proficient (required)

3. Andy Turbit AIHA proficient (required)

4. Tom Roberts AIHA proficient

5. 

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): Techtron Engineering has the licensure, staff, and training to perform all of the categories 1 through 11. All field and lab work will be performed by an AIHA accredited laboratory in accordance to MN Rules 4620.3596.

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.

11/22/2016 - Exhibit C-Qualifications Proposal
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.

<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>Michael Bodnar, President</td>
<td>Operations Manager</td>
<td>Techtron</td>
<td>29</td>
<td>2</td>
<td>BS Environ. Engineering PE/CIH since 1995</td>
<td>Founder and manage Techtron lab, I.H. environmental engineering services since 1988, review and approve final reports</td>
<td></td>
</tr>
<tr>
<td>Andy Turbit, I.H Tech</td>
<td>Field work</td>
<td>Techtron</td>
<td>15</td>
<td>0</td>
<td>Diplomal</td>
<td>Lead risk assessor, AIHA proficient, Asbestos inspector, asbestos site supervisor</td>
<td></td>
</tr>
<tr>
<td>Steven Bodnar, Project Manager</td>
<td>Field oversight</td>
<td>Techtron</td>
<td>25</td>
<td>2</td>
<td>Associates</td>
<td>AIHA proficient analyst, asbestos inspector, asbestos site supervisor</td>
<td></td>
</tr>
<tr>
<td>Tom Roberts, Project Manager</td>
<td>I.H. Manager</td>
<td>Techtron</td>
<td>1</td>
<td>30</td>
<td>BS, Biology</td>
<td>On site asbestos air sample analysis and project oversight for General Mills, numerous asbestos surveys including Honeywell, General Mills, Dayton</td>
<td></td>
</tr>
<tr>
<td>Charles Schueller, lab director</td>
<td>Lab Manager</td>
<td>Techtron</td>
<td>5</td>
<td>0</td>
<td>BS, Biology</td>
<td>Responsible for maintaining AIHA accreditation for PLM analysis</td>
<td></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>
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</tbody>
</table>

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.

*(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. Anoka County, Center Courthouse, rooms 207 and 208 abatement, Jerry Covell, Facilities Director, 763 323 5393, <a href="mailto:jerald.covell@co.anoka.mn.us">jerald.covell@co.anoka.mn.us</a></td>
<td>Andy Turbitt</td>
<td>9/16</td>
<td>28,000</td>
<td>Category 1</td>
</tr>
<tr>
<td>2. University of Northwestern, Knutson Hall, IAQ evaluation, Randy McGrew, 651 628 3259, <a href="mailto:rdmcgrew@unwsp.edu">rdmcgrew@unwsp.edu</a></td>
<td>Andy Turbitt, Mike Bodnar</td>
<td>10/14</td>
<td>800</td>
<td>Category 2</td>
</tr>
<tr>
<td>3. Erickson Enterp, continuous lab analysis, Todd Erickson, President, 612 325 4393, <a href="mailto:floyd58523@gmail.com">floyd58523@gmail.com</a></td>
<td>Charles Schueller</td>
<td>3/17</td>
<td>8,000</td>
<td>Category 3</td>
</tr>
<tr>
<td>4. Park Nicollet, Boiler Plant, Mold air clearance, Chris Liedman, Facilities Manager, 612 919 2974, <a href="mailto:christopher.liedman@parknicollet.com">christopher.liedman@parknicollet.com</a></td>
<td>Andy Turbitt</td>
<td>12/16</td>
<td>800</td>
<td>Category 4</td>
</tr>
<tr>
<td>5. Pioneer Power, Flint Hills, On-site safety and industrial Hygiene, Aaron Jallo, Safety Supervisor, 651 488-3811, <a href="mailto:aaron.jallo@pioneerpower.com">aaron.jallo@pioneerpower.com</a></td>
<td>Steve Bodnar</td>
<td>9/16</td>
<td>16,000</td>
<td>Category 5</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>
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<tr>
<td>6. MN Employment, St. Paul Workforce, IAQ Investigation, Brenda Tuma, Manager, 651 259 7104, <a href="mailto:brenda.tuma@state.mn.us">brenda.tuma@state.mn.us</a></td>
<td>Steve Bodnar, Mike Bodnar</td>
<td>8/16</td>
<td>1,200</td>
<td>Category 6</td>
</tr>
<tr>
<td>7. MN Employment, 332 MN Street, Mold air evaluation, Nina Kennedy Cooper, Supervisor, 651 249 3580, <a href="mailto:nina.kennedycooper@state.mn.us">nina.kennedycooper@state.mn.us</a></td>
<td>Steve Bodnar, Andy Turbitt, Charles Schusler</td>
<td>1/15</td>
<td>1600</td>
<td>Category 7</td>
</tr>
<tr>
<td>8. DNR, Cove Bay Boat House, Toby Kuhlmann, 218 899 7853, <a href="mailto:toby.kuhlmann@state.mn.us">toby.kuhlmann@state.mn.us</a></td>
<td>Andy Turbitt</td>
<td>3/15</td>
<td>600</td>
<td>Category 8</td>
</tr>
<tr>
<td>9. DNR, various vault toilet sites, Toby Kuhlmann, 218 328 8963, <a href="mailto:toby.kuhlmann@state.mn.us">toby.kuhlmann@state.mn.us</a></td>
<td>Tom Roberts and Steve Bodnar</td>
<td>3/17</td>
<td>1700</td>
<td>Category 9</td>
</tr>
<tr>
<td>10. Not Used</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Category 10</td>
</tr>
<tr>
<td>11. DCI, Marshall, meth testing, Charlie Wilcox, President, 763 229 7204, <a href="mailto:cwilcox@calldic.com">cwilcox@calldic.com</a></td>
<td>Andy Turbitt</td>
<td>8/16</td>
<td>1600</td>
<td>Category 11</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): Techtron Engineering has performed multiple surveys for the MN DNR and Military Affairs (Camp Ripley). We also performed indoor air quality, asbestos, and lead testing for the MN Department of Employment. NOTE: Since we had a previous I.H. Contract, letters of reference are not included. We have long term personnel with construction and technical expertise and our PE/CIH reviews and approves all final reports.

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 ☐

11/22/2016 – Exhibit C-Qualifications Proposal
e. Foreign outsourcing will □ will not □ be involved in the delivery of contract services.

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: Michael Bodnar
b. Typed title of authorized signor: President
c. Authorized signature (signature of person identified in Section 2): Michael Bodnar
d. Date Signed: 3/21/2017
e. Registration Number*: 23342
   *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/soe/ag/csr/roster.html).
f. Person signing is (select from dropdown): corporate officer**
   **provide copy of corporate resolution or by-laws
g. Firm is registered in Minnesota as a (selection from dropdown list): Corporation, if other, explain
h. MN Tax ID Number: 2443555
i. FED Tax ID Number: 411634421
j. MN Vendor Number (required for contract): 0000218351

END OF EXHIBIT C
Scott W Lodico
4084 Flowerfield Rd
Blaine, MN 55434
This diploma is awarded to
Andrew Turbitt
11948 London St NE Blaine MN 55449
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 4751.2900 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
North Dakota Department of Health
Certificate of
Asbestos Abatement

This is to certify that Steven J. Bodnar has met the requirements as a Person under Chapter 48-15-13 of the North Dakota Public Health Code. He is certified in the following asbestos abatement discipline:
- Worker
- Inspector
- Asbestos Abatement Program

Exp. 5/19/2017

Director, Env. Health Div.
No. 15269
Issued: 05/04/2016

South Dakota
Department of Environment & Natural Resources
ASBESTOS CERTIFICATION

This is to certify that Steve Bodnar has successfully completed the appropriate training in accordance with ARSD 34-13 and is certified in South Dakota as an:
- Worker
- Inspector
- Management Planner
- Asbestos Abatement Program
- Worker

Exp. 6/8/2017
Exp. 6/8/2017
Exp. 6/8/2017
Exp. 5/19/2017

Certificate No. 7040

Director, Env. Health Div.
No. 15269
Issued: 05/04/2016

Certified by:
State of Minnesota
Department of Health
Expires: 05/19/2017
Steven J. Bodnar
15336 32nd Ave NW
Princeton, MN 55371

Certified by:
State of Minnesota
Department of Health
Expires: 06/08/2017
Steven J. Bodnar
15336 32nd Ave NW
Princeton, MN 55371

Director, Env. Health Div.
No. 15269
Issued: 05/04/2016
MINNESOTA STATE BOARD OF ARCHITECTURE, ENGINEERING, LAND SURVEYING, LANDSCAPE ARCHITECTURE, GEOSCIENCE AND INTERIOR DESIGN
THIS IS TO CERTIFY THAT

Michael David Bodnar

is a licensed

Professional Engineer

23342        07/14/2016       06/30/2018
License Number  Effective Date  Expiration Date

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

License Number 23342  Expires 06/30/2018

Michael David Bodnar

is a licensed

Professional Engineer

License Number 23342  Effective Date 07/14/2016  Expiration Date 06/30/2018
June 30, 2015

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

Dear Mr. Berg:

Congratulations! The AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC’s Analytical Accreditation Board (AAB) has approved Techtron Engineering, Inc. as an accredited Industrial Hygiene laboratory.

Accreditation documentation includes the IHLAP 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 IHLAP requirements (see Policy Modules 2B 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 IHLAP.

Again, congratulations. If you have any questions, please contact Lauren Schnack, Laboratory Accreditation Specialist, at (703) 846-7716.

Sincerely,

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

acknowledges that

Techtron Engineering, Inc.
640 East Main Street, Anoka, MN 55303
Laboratory ID: 101106

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

LABORATORY ACCREDITATION PROGRAMS

✓ INDUSTRIAL HYGIENE  Accreditation Expires: 10/01/2017
☐ ENVIRONMENTAL LEAD  Accreditation Expires:
☐ ENVIRONMENTAL MICROBIOLOGY  Accreditation Expires:
☐ FOOD  Accreditation Expires:
☐ UNIQUE SCOPES  Accreditation Expires:

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

Gerald R. Schultz
Chairperson, Analytical Accreditation Board

Revised: 03/26/2014

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

Date Issued: 06/30/2015
AIHA Laboratory Accreditation Programs, LLC

SCOPE OF ACCREDITATION

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

Laboratory ID: 101106
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: 04/15/1998

<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>Asbestos/Fiber Microscopy Core</td>
<td>Polarized Light Microscopy (PLM)</td>
<td></td>
<td>EPA 600/R-93/116</td>
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</tr>
<tr>
<td></td>
<td>Phase Contrast Microscopy (PCM)</td>
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<td>NIOSH 7400 A</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.aihaaccreditation.org](http://www.aihaaccreditation.org)
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
   - $300,000 – Bodily Injury by Disease aggregate
   - $100,000 – Bodily Injury by Accident

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

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

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

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

   The following coverages shall be included:

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

   State of Minnesota named as an Additional Insured

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

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

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

Contractor is required to carry the following minimum limits:

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

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

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

C. Additional Insurance Conditions:

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

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

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

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

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

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

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

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

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS 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
Aspen Agency LLC
2669 Coon Rapids Blvd NW
Minneapolis, MN 55433

CONTACT NAME
Stacey Schmidt

PHONE
(763) 755-7000 x3015

FAX

EMAIL
certa@aspenagency.com

INSURED
Techtron Engineering, Inc.
640 E. Main Street
Anoka, MN 55303

INSURERS AFFORDING COVERAGE

INSURER A:
The Cincinnati Insurance Comp
10677

INSURER B:
The Cincinnati Indemnity Company
23280

COVERAGEs

CERTIFICATE NUMBER:

POLICY NUMBER
EPP 0314778
03/11/2017
03/11/2018

POLICY EFFECTIVE
03/11/2017
03/11/2018

POLICY EXPIRATION

LIMITS
EACH OCCURRENCE
$ 1,000,000
DAMAGE TO RENTED
POSSESSION (Ex.除外)
$ 500,000
MED EXP (Any one person)
$ 10,000
PERSONAL & ADJURY
$ 1,000,000
GENERAL AGGREGATE
$ 2,000,000
PRODUCTS COMPL. ASG
$ 2,000,000

A COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE

OCCUR

GENL AGGREGATE LIMIT APPLIED PER:

POLICY
JSCT
LOC

OTHER

A AUTOMOBILE LIABILITY

ANY AUTO

OWNED

Hired

SCHEDULED AUTOS

NON-OWNED AUTOS

A UMBRELLA LIABILITY

EXCESS LIMIT

CLAIMS-MADE

OCCUR

DED RETENTION $ 10,000

A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/MAN/EXECUTIVE OFFICER/MEMBER EXCLUDED

(Mandatory in NH)

DESCRIPTION OF OPERATIONS BELOW

INDUSTRIAL HYGIENE SERVICES FOR ASBESTOS AND OTHER HAZARDOUS MATERIAL ABATEMENT PROJECT MANAGEMENT, TESTING AND SURVEYS SWIFT CONTRACT NO. 124197T-NUMBER: 1702C The State of Minnesota is named as Additional Insured.

CERTIFICATE HOLDER
THE STATE OF MINNESOTA
Department of Administration-Real Estate & Construction Serv
309 Administration Building 50 Sherburne Ave.
ST. PAUL, MN 55155

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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
Bonding & Insurance Specialists Agency, Inc.
In California, dba Bonds and Insurance Services, License #0795499
13841 Southwest Highway
Orland Park
IL 60462-1354

CONTACT
Karen O'Connell
708-598-5355
koconnell@isa-inc.com

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

INsurer(s) affording coverage
ARCH Specialty Insurance Company
21199

COVERAGES

COVERAGE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY ATTACH, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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<th>TYPE</th>
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<th>MED EXP (Any one person)</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 123), Additional Remarks Schedule, may be attached if more space is required.

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

SWIFT CONTRACT NO. 124197
T-NLIMRF - 1710Z

The State of Minnesota is named as Additional Insureds under the General Liability Policy. The General Liability is on a primary and non-contributory basis. The General Liability policy includes a Waiver of Subrogation in favor of the State of Minnesota. 30 Day Notice of Cancellation.

CERTIFICATE HOLDER

The State of Minnesota
Department of Administration-Real Estate & Construction Services
309 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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State Of Minnesota – Affirmative Action Certification

Exhibit E

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 C.

Your response will be rejected unless your business has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR) that it 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 a 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: ___________. 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.

☐ 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 in a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _______________________________ Date: __/____/_____

Authorized Signature: ___________________________ Telephone number: ________________

Printed Name: ______________________ Date: __/____/_____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 750 E 12th St., St. Paul, MN 55101
Tel: (651) 296-4646
Fax: (651) 296-8042
TTY: (651) 296-1683

Web: www.mn.gov/mnhr

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 750 E 12th St., St. Paul, MN 55101
Tel: (651) 296-4646
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Tel: (651) 296-4646
Fax: (651) 296-8042
TTY: (651) 296-1683

Web: www.mn.gov/mnhr
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.

__________________________
Organization Name

__________________________
Name and Title of Official Signing for Organization

__________________________
Signature of Official

__________________________
Date

Rev. 01/15
Affidavit of Noncollusion

State of Minnesota
Request for Proposals

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

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

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

2. That the attached proposal submitted in response to the Request for Proposals has been arrived at by the Respondent independently and has been arrived at without collusion with and without any agreement, understanding or plan to act in concert with or any other Respondent or suppliers, suppliers, 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 Respondent or its employees or agents to any person not an employee or agent of the Respondent 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

[Signature]

Responder's firm name:

[Name]

Print authorized representative name:

[Alexander Zuckerman]

Authorized signature:

[Signature]

Notary Public

Subscribed and sworn to before me this:

2012

Commission expires (mm/dd/yyyy)