

August 28, 2019



Sarah Mittelstadt
Director
Southern Plains Education Cooperative
200 East Third Street
Fairmont, MN 56031

RE: AHERA Periodic Inspection Contract Proposal

Dear Dr. Mittelstadt:

IEA, Inc. appreciates the opportunity to present Southern Plains Education Cooperative with the attached proposal to perform asbestos re-inspection services for your company. These inspections are required by the Environmental Protection Agency's (EPA's) Asbestos Hazard Emergency Response Act (AHERA) – 40 CFR Part 763.85.

Please review the attached proposal and scope of work. If you have any questions, please feel free to contact us.

If you would like to contract with IEA for these services, please sign and email a copy of the proposal in its entirety to George Rosburg at george.rosburg@ieasafety.com. We look forward to working with you on this project.

Sincerely,

IEA, Inc.



George Rosburg
Mankato Regional Manager

Enc.

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

BROOKLYN PARK
9201 West Bronkway, #600
Brooklyn Park, MN 55445
763-315-7900 / FAX 763-315-7920
800-233-9513

MANKATO
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818 / FAX 507-345-5301
800-233-9513

ROCHESTER
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664 / FAX 507-281-6695
800-233-9513

BRAINERD
601 NW 5th Street, Ste. #4
Brainerd, MN 56401
218-454-0703 / FAX 218-454-0703
800-233-9513

MARSHALL
1420 East College Drive
Marshall, MN 56258
507-476-3599 / FAX 507-537-6985
800-233-9513

VIRGINIA
5525 Emerald Avenue
Mountain Iron, MN 55768
218-410-9521
800-233-9513

IEA, INC.

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE

9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
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AHERA Periodic Inspection for Southern Plains Education Cooperative

AUGUST 28, 2019

1 9 8 4 - 2 0 1 9
IEA 35

TRUSTED SERVICES FOR 35 YEARS

PROPOSAL #8392

AHERA Periodic Inspection

Dr. Sarah Mittelstadt
Director
Southern Plains
Education Cooperative
201 East Third Street
Fairmont, MN 56031
Phone: 507.238.1472

Introduction

AHERA inspections are required by the Environmental Protection Agency's (EPA's) Asbestos Hazard Emergency Response Act (AHERA) – 40 CFR Part 763.85, for all buildings owned or leased by non-profit K-12 school districts that contain asbestos-containing building materials (ACBM). All buildings covered by the Rule are to be re-inspected.

The Rule requires “periodic surveillance” inspections to be conducted every six months between Third-Year inspections. The periodic surveillance inspections may be conducted by district staff or other individuals who are not necessarily accredited as asbestos building inspectors, but who are competent to recognize changes in the condition of identified ACBM.

Scope of Work

Periodic Surveillance Inspection

IEA will conduct one (1) inspection round, which is required to be performed on a semi-annual basis. The purpose of this inspection is to perform a condition assessment of identified ACBM to determine if there have been changes since the previous inspection. Each inspection, IEA includes the following to:

- Assess the condition of previously identified ACBM and note changes in amounts of damage and/or recommended response actions.
- Update quantities of ACBM.
- Update laboratory analysis results for samples collected during, or prior to, each inspection round.
- Provide a district copy and individual building copies of the periodic surveillance reports for inclusion into their respective Third-Year inspection binders.
- Provide a report of damaged ACBM, by building, with recommended response actions.
- Provide Management Plan amendments for changes in material types, quantities, and/or laboratory analysis.
- Provide inspection reports in electronic format, upon request.

Laboratory Analysis

- Any bulk samples collected and analyzed (by PLM) during a contracted inspection will be invoiced at \$18 per sample layer.

AHERA Periodic Inspection

Cost of Services and Payment Schedule

Our fee associated with the service set forth in the proposal is as follows:

- A. Periodic Inspection (1):
\$600 Per Inspection**
- B. Reimbursable Expenses:** Mileage, meals, lodging, and/or other applicable reimbursable employee expenses are included.
- C. Payment Schedule:** The district will be invoiced at the completion of each inspection as follows:

Periodic Inspection (Every 6 Months): **\$600**


AHERA Periodic Inspection

Authorization to Proceed

Authorization to Proceed – Client Signature Required

We appreciate the opportunity to present this proposal for AHERA Services. Please sign this authorization to proceed and e-mail to George Rosburg george.rosburg@ieasafety.com. Retain the original for your records. We will begin planning for this project at the time we receive this written documentation to proceed.

IEA, Inc.

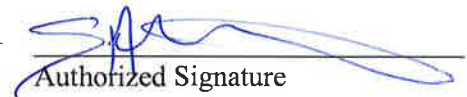


George Rosburg
Regional Manager

* * *

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal #8392 dated August 28, 2019.

Sarah A Mittelstadt
Printed Name


Authorized Signature

9-10-19
Date

PO number (if applicable)

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed

by laboratory-approved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages.

Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

C. Insurance

- (1) Consultant carries coverage and limits of liability insurance as follows:
 - (a) Workers Compensation with statutory limits.
 - (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
 - (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)

General Conditions (cont'd)

- (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
- (e) Professional Liability (claims made) with the following coverage:
\$1,000,000.00 per occurrence
- (f) Contractor Pollution Liability (claims made):
\$1,000,000.00 each occurrence
- (g) Umbrella Liability.
\$5,000,000.00 each occurrence

(2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

(3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.