

IEA, INC.

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE

9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE

610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE

210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE

601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE

1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE

5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

www.ieasafety.com

800-233-9513

2020 Short-Term Radon Testing for WEM Public Schools District-wide

OCTOBER 6, 2020

PROPOSAL #9259

2020 Short-Term Radon Testing – District-wide

PROPOSAL PROVIDED TO:

Mr. Joel Whitehurst
Superintendent
WEM Public Schools
500 East Paquin Street
Waterville, MN, 56096
Phone: 507-362-4432
E-mail: jwhitehurst@wem.k12.mn.us

PROPOSAL CONTACT:

Sue Liebl
Senior Project Manager
IEA, Inc.
610 N Riverfront Drive
Mankato, MN, 56001
Phone: 507-345-8818
E-mail: susan.liebl@ieasafety.com

PROJECT INTRODUCTION

IEA, Inc. is pleased to provide this proposal to conduct radon testing in accordance with *Guidance for Radon Testing in Minnesota Schools, September 2018*, developed by the Minnesota Department of Health (MDH) which provides guidelines and recommendations for radon testing in schools. According to Minnesota Statute 123B.571, school districts that receive authority to use long-term facilities maintenance revenue to conduct radon testing must conduct the testing according to MDH's 'Radon Testing Plan.' MDH recommends that schools initially be tested for radon and re-tested after significant changes occur to building structure or the HVAC system. Because radon levels have been found to vary significantly from room to room, MDH requires that measurements be taken in all frequently-occupied rooms in contact with the ground or located above unoccupied rooms in ground contact (e.g., rooms above basements, crawlspaces, or utility tunnels). Frequently-occupied rooms include classrooms, offices, break rooms, laboratories, cafeterias, libraries, auditoriums, and gymnasiums. If a room is found to have a level of 4 picocuries per liter (pCi/L) of air or greater, radon levels should be re-tested with a continuous radon monitor (CRM). If the follow-up test is at or above 4 pCi/L, action should be taken to reduce the levels to below the Action Level.

SCOPE OF WORK

Determining Sample Locations

IEA will work with WEM Public Schools to determine district-wide sampling locations that meet the recommended criteria referenced in the MDH's guidelines. These locations include frequently-occupied rooms such as classrooms, offices and break rooms at the following three (3) buildings:

- Elysian Building
- Morristown Middle School
- Waterville Elementary/High School

Placement and Collection of Radon Detectors

- IEA will place up to 196 short-term radon kits throughout the three (3) buildings.
- IEA will conduct a second site visit to collect the short-term radon detectors in 3-4 days, upon completion of the sampling period.
- The radon kits will be submitted to an accredited laboratory for analysis. Results are typically analyzed on a turnaround time of two business days.

Final Report

Once IEA has received the results from the lab, a final report will be prepared. The report will include a summary of the testing results and the laboratory analysis documents. Recommendations will be provided if any results are shown to be above the Action Level.

2020 Short-Term Radon Testing – District-wide

LIMITATIONS & ASSUMPTIONS

IEA is not responsible for detectors that are misplaced or removed during the sampling period. Additional or follow-up detectors will not be placed unless discussed with the district and an authorized change order is obtained.

Testing will include following the MDH requirements and ANSI/AARST MALB 2014 recommendations for quality assurance measurements by including duplicate detectors and control detectors (blanks). Spiked detectors and lab-transit blanks are part of IEA's internal quality assurance program.

COMPENSATION

IEA's fee associated with this project as outlined above is **\$8,200**. This fee includes transportation and sundries, radon detector sampling media and laboratory analysis, project management and coordination, and summary report.

This fee is eligible for funding from the state under UFARS 349 – Hazardous Substances. Our proposal is valid until December 7, 2020.

SCHEDULE

IEA can proceed with scheduling this project upon receipt of the signed proposal. Scheduling will be coordinated through Joel Whitehurst, with WEM Public Schools.

Analytical results will be submitted electronically to the district upon receipt from the lab. We expect to have a final report delivered within 15 days of receipt of laboratory testing results.

PROPOSAL TERMS

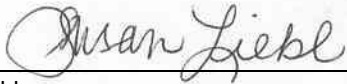
Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions which are a part of this proposal.

2020 Short-Term Radon Testing – District-wide

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Short-Term Radon Testing services. Please sign this authorization to proceed and e-mail to susan.liebl@ieasafety.com. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Sue Liebl
Senior Project Manager

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal #9259 dated October 6, 2020.

Printed Name

Authorized Signature

Date

UFARS Code or 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.

General Conditions (cont'd)

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)
 - (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.