



# Board of County Commissioners Agenda Request

6C  
Agenda Item #

**Requested Meeting Date:** August 22, 2017

**Title of Item:** Approve IEA Proposal

<input checked="" type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

<b>Submitted by:</b> Jessica Seibert, County Administrator	<b>Department:</b> Administration
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<b>Presenter (Name and Title):</b> Jessica Seibert, County Administrator	<b>Estimated Time Needed:</b> 10 min.
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**Summary of Issue:**

A proposal has been received from IEA, Inc. for asbestos inspection, regulated waste inventory, lead based paint sampling, and microbial sampling as part of the government center building project. A copy of the proposal is attached.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
Staff recommends acceptance of the IEA proposal.

**Financial Impact:**  
 Is there a cost associated with this request?  Yes  No  
 What is the total cost, with tax and shipping? \$ 7,725  
 Is this budgeted?  Yes  No *Please Explain:*

Legally binding agreements must have County Attorney approval prior to submission.

August 14, 2017



*Providing Trusted  
Health & Safety Solutions*

Jessica Seibert  
Aitkin County Courthouse  
209 2nd St NW  
Aitkin, MN 56431

**RE: Amendment to Asbestos Inspection Proposal Dated July 19, 2017**

Ms. Seibert:

Per your request, I have calculated some estimated costs for the additional services, including; sampling for Lead Based Paint, Microbial Sampling (airborne), and providing a Regulated Waste Inventory for the Aitkin County Courthouse. The services would include the areas of the Courthouse that were walked with Travis Fuechtmann (CGI) during our site visit on July 6, 2017. This includes the Original Sheriffs building and the Connecting Link (Demolition), the 1980's Courtroom addition, and the Main Courthouse Building (Select renovation and demolition). The services would include the follow:

#### LEAD-BASED PAINT SAMPLING

The lead-based paint inspection includes the following:

- Identification of homogeneous lead-based paint for recyclable materials (i.e. concrete and metal) located throughout the Facility.
- General screening of painted surfaces in pre-1978 areas for future reference (Main Courthouse Building).
- The paint/surface sampling will be conducted using a Niton X-Ray Fluorescence (XRF) Analyzer, which will provide immediate results.
- Inspection Summary Report which will provide a mapping of the sampling locations, and a listing of painted surfaces that are Lead-containing by material type and location. Any damaged LBP materials will be called out specifically for the planned demolition/renovation work.

#### MICROBIAL SAMPLING

The microbial sampling would include the following:

- Collection of 4 Interior air samples and 1 exterior sample (baseline) in select areas of the facility.
- The samples would be collected on Air-a-Cell cassettes and analyzed by an accredited Microbial laboratory (EMSL Analytical) with a 4 day turn around.
- Sampling Summary Report which will provide a mapping of the sampling locations, a breakdown of each sample results, a comparison of the results, general discussion of the findings, and recommendations for possible remediation actions based on the findings. The report will be reviewed by a Certified Industrial Hygienist.

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.  
[www.ieasafety.com](http://www.ieasafety.com)

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Mountain Iron, MN 55768  
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## REGULATED WASTE INVENTORY

The regulated waste inventory would include the following:

- The identification and mapping of regulated waste items throughout the Facility.
- Inventory(list) of sources of Mercury (fluorescent bulbs, mechanical switch controls, thermostats, etc .. ), PCB's (light ballasts and door closures), liquid paint, and other miscellaneous materials.
- Summary Report which will provide a map and a listing of materials by room/location for the Facility.

The costs associated with these services have been projected as follows; The Regulated Waste inventory would be completed in conjunction with the Asbestos Inspection work for an add to the original proposal of \$300.00. The Lead-Based paint inspection has been projected at \$1,400.00 This includes the site work and travel related charges. The Microbial sampling has been projected at \$900.00 This includes the site work and travel related charges. If the Lead-Based paint inspection and Microbial sampling are both accepted and able to be scheduled for one trip, a reduction of \$300.00 would be allowed, (\$150.00 from each service).

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,



Jim Lindahl  
Sr Project Manager

JL/ ep 081417

IEA, INC.

# PROPOSAL



## Contact Us:

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800-233-9513

## Asbestos Inspection for Aitkin County Courthouse

AUGUST 15, 2017

PROPOSAL #6251



# Asbestos Inspection – Aitkin County Courthouse

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Ms. Jessica Seibert  
Aitkin County Administrator  
217 2<sup>nd</sup> Street NW, Rm. 134  
Aitkin, MN 56431  
Phone: 218 927 3093  
E-mail: jessica.seibert@co.aitkin.mn.us

## Project Introduction

At the request of Aitkin County, IEA, Inc. is pleased to provide this proposal for asbestos inspection services.

The asbestos inspection service provides an inventory of asbestos-containing building materials (ACBM) as identified in a facility. Inspections are conducted by state-certified asbestos building inspectors. Asbestos sample analysis is performed by an independent, accredited analytical laboratory.

A final report will be submitted which profiles the presence of ACBM including location, type of material, amount of material, condition assessment, and laboratory analysis.

## Scope of Work

The scope of the inspection will address all accessible suspect asbestos-containing building materials. For purposes of this survey, "accessible" will include all occupied spaces as well as fan/mechanical rooms, vertical/horizontal pipe shafts, tunnels, and storage rooms.

The inspection includes the following:

- Visual examination of all suspect material.
- Identification and written description of homogeneous areas of asbestos-containing building materials including approximate amounts of materials in given functional spaces.

## Sampling and Analysis

Bulk samples of accessible suspect materials will be collected and analyzed using preferred Environmental Protection Agency (EPA) sampling and analytical procedures. Sampling will be conducted in a manner determined by the inspector to be sufficient to identify whether the suspect materials are asbestos-containing.

- For each homogeneous type of suspect surfacing material, three to seven samples will be collected, depending on the amount of material.
- For each homogeneous type of thermal system insulation, three samples will be collected.
- For each homogeneous type of miscellaneous material, one to three samples will be collected.

In some special cases, materials may be "assumed" to contain asbestos in lieu of sampling. These cases may include fire doors, transite, roofing materials, and other products that may be damaged by sampling or are obviously asbestos-containing.

# Asbestos Inspection – Aitkin County Courthouse

## Limitations & Assumptions

- Bulk samples will be analyzed by an independent laboratory which is accredited by NVLAP.
- Analysis will be conducted by Polarized Light Microscopy (PLM) backed by dispersion staining techniques.
- Material analysis will be reported by layer, with the exception of gypsum drywall and associated taping compound which will be reported as a composite.

### **The sample locations inside the building will not be repaired.**

The sample locations on the roof of the “Old Courthouse” will be repaired by IEA staff with a temporary patch. No Roof samples are planned for the Main Courthouse Roof areas at this time.

Lab analysis turnaround time will be 72 hours.

This inspection in the Main Courthouse area may not meet all the requirements of a Minnesota Pollution Control Agency (MPCA) demolition inspection. The inspection for the “Old Courthouse” will be performed in a manner that is intended to achieve the requirements of a demolition inspection.

It is assumed that the Owner will provide access to all materials and areas within and on the facility to be inspected.

It is also assumed the work will be completed in one site visit.

## Compensation

IEA’s fee associated with this project will be billed on a time-and-materials (T&M) basis and is estimated to be in the following range;

These costs include project management and related fees such as project planning, project development, IEA’s transportation costs, and quality control costs.

Old Sheriff’s Building & Connecting Link      \$2750.00 - \$3000.00

Main Courthouse Building      \$2,175.00 - \$2,425.00

The above cost includes the collection and analysis of up to 60 asbestos bulk sample layers in the Old Courthouse/Link area and 40 bulk samples in the Main Courthouse area. If greater than 100 total asbestos bulk sample layers are required, \$18.00 per asbestos bulk sample layer will be charged for a 3 day turnaround time.

### **Miscellaneous Consumables, Supplies and Other Project Sundries**

For project work beyond the services outlined in this proposal and/or any changes to the agreed upon scope of work, IEA will obtain approval through a client-authorized change order.

# Asbestos Inspection – Aitkin County Courthouse

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## Schedule

IEA's services will commence within 10 working days upon receipt of the signed proposal. IEA will schedule this project through Aitkin County facility maintenance staff.

We anticipate completing all project related work within 60 days after receipt of authorization to proceed. This would include the site inspection work and report generation.

## Proposal Terms

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. The General Conditions as presented with the asbestos proposal dated July 19, 2017 shall also be considered part of this amended proposal.

## Accepted Items and Fees

Please initial next to your choice(s) of services.

Asbestos Inspection Services

Old Sheriff's Building & Connecting Link \$2750.00 - \$3000.00 \_\_\_\_\_

Main Courthouse Building \$2,175.00 - \$2,425.00 \_\_\_\_\_

Regulated Waste Inventory \$300 \_\_\_\_\_  
(To be completed with the asbestos inspection initial work)

Lead Based Paint Sampling \$1,400 \_\_\_\_\_  
\*\$1,250 \_\_\_\_\_

Microbial Sampling \$900 \_\_\_\_\_  
\*\$750 \_\_\_\_\_

Reduced Costs\*

If both the lead based paint and the microbial sampling are accepted and can be coordinated for completion in one site visit

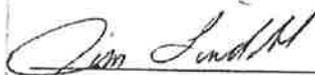
# Asbestos Inspection – Aitkin County Courthouse

## Authorization to Proceed

### Authorization to Proceed – Client Signature Required

We appreciate the opportunity to present this proposal providing regulated waste inventory for Lead Based Paint Inspection and Microbial Sampling Services. Please sign this authorization to proceed, and fax to Jim Lindahl at 763-315-7920 or e-mail jim.lindahl@ieasafety.com. Retain the original for your records. We will begin planning the project planning at the time we receive this written documentation to proceed.

IEA, Inc.



Jim Lindahl  
Sr. Project Manager

\* \* \*

Please proceed according to the above stated fees, terms, attached General Conditions, and this proposal #6251 dated August 15, 2017.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
UFARS code or PO number

# **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 proprietary 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)

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- (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.