



Board of County Commissioners Agenda Request

2 P
Agenda Item #

Requested Meeting Date: January 23, 2018

Title of Item: Asbestos Abatement Proposal

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" 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>

Submitted by: Jessica Seibert, County Administrator	Department: Administration
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Presenter (Name and Title): Jessica Seibert, County Administrator	Estimated Time Needed:
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Summary of Issue:

As part of the Government Center building project, an asbestos abatement package is required as part of the bidding documents. We are also required to monitor air quality during asbestos removal. Attached are two proposals, each including a cost for the design package and air quality inspections.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Staff recommends approval of the lowest bid from Arrowhead Consulting & Testing, Inc.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$ 1,000.00 + \$775/hr.

Is this budgeted? Yes No *Please Explain:*

Included in project budget.

Arrowhead Consulting & Testing, Inc.

5606 Miller Trunk Highway • Duluth, Minnesota 55811 • Phone: 218/729-0987 • Fax: 218/729-8297

January 12, 2018

Mr. Travis Fuechtmann
Contegrity Group
101 1st Street SE
Little Falls, Minnesota 56345

**RE: Request for Budget Cost Estimate
Asbestos Abatement and Design Package
Aitkin County Courthouse Project
Aitkin, Minnesota**

In response to your request for a cost estimate, Arrowhead Consulting & Testing, Inc., (Arrowhead) is pleased to provide the Contegrity Group with the following budgetary cost estimate for the renovation of the Aitkin County Courthouse.

SCOPE OF WORK

Arrowhead understands the objectives of the proposal to be the following:

- Prepare bid documents outlining asbestos removal procedures to be used by the awarded contractor.
- Provide air monitoring during asbestos abatement activities.
- Provide a project report

PROJECT COST

Design Cost

The cost to complete the design package is **\$1,000.00**. Included in the cost is asbestos project design for abatement of the asbestos containing materials. The project design scope of work includes removal of approximately 6500 square feet of asbestos-containing floor tile, 120 lineal feet asbestos containing pipe insulation and 40 associated pipe fittings, window and door caulk and one sinks. It will also include debris cleanup in the attic and soil cleanup.

Onsite Air Monitoring during Asbestos Removal

Arrowhead can provide qualified air monitoring technicians to provide third-party project oversight and to provide air testing as required by law. Third-party monitoring services will include project inspection, project documentation and coordination.

Arrowhead will provide air monitoring services during the project. Arrowhead applies NIOSH Method 7400 for performing onsite analysis of airborne asbestos fibers. Arrowhead's personnel are certified under the Asbestos Analyst Registry Program to analyze air samples onsite. This certification is required by the Minnesota Department of Health. Air monitoring services include collection and analysis of pre-work area air samples, daily work area air samples, and final work area clearance samples.

The **daily rate** estimated cost to provide air monitoring/project oversight during asbestos abatement is **\$775.00**. Included in the cost is one air monitoring technician working 8-hours per day onsite, travel to site, air sampling equipment, PCM work in progress and clearance analysis, and reports. Samples will be analyzed onsite.

COMPANY QUALIFICATIONS

Arrowhead is an industrial hygiene-consulting firm providing asbestos and hazardous materials consultant services to industrial, educational, institutional, commercial and residential clientele. Linda Thiry directs the asbestos program. She has over 25 years of hands-on experience in the environmental and industrial hygiene field. Arrowhead maintains a Minnesota Department of Health Contractor License (License #AC614) for asbestos abatement project oversight. Arrowhead's field personnel are professional trained and licensed and adhere to strict quality control guidelines that meet or exceed current government criteria. Asbestos personnel are accredited (under (EPA-AHERA) and Minnesota licensed as building inspectors, project designers, management planners, contractor supervisors, and air monitoring technicians. All Arrowhead personnel are National Institute for Occupational Safety and Health (NIOSH) 582 trained. The Arrowhead laboratory participates in the American Industrial Hygiene Association (AIHA) Asbestos Analyst Testing (AAT) Program under laboratory identification number 152007. Analysts are board approved by AIHA, and hold individual identification numbers.

PERSONNEL QUALIFICATIONS

Arrowhead personnel are experienced in all disciplines of asbestos consulting including building inspections, project designs, management plans, onsite supervising and air monitoring. Each Arrowhead professional has more than 25 years of experience in asbestos related projects.

Principle, Linda K. Thiry holds a B.S. degree from the University of Minnesota Duluth in Chemistry and is founder of Arrowhead Consulting & Testing, Inc. Ms. Thiry has worked in the consulting and analytical testing fields since 1986 as an Analytical Chemist, Industrial Hygienist, Project Manager, Director and General Manager. She brings more than 31 years of experience in the asbestos field and holds licenses in all asbestos disciplines including asbestos supervisor, project designer, and inspector. Ms. Thiry is also a lead risk assessor and is 40-hour hazardous materials handling trained.

Greg Heinecke has over 28 years of professional level experience in the environmental and asbestos consulting field. Mr. Heinecke holds licenses in all asbestos disciplines including asbestos supervisor, project designer, management planner and inspector.

Scott Reinke has over 26 years of professional level experience in the environmental and asbestos consulting field. Mr. Reinke holds licenses in all asbestos disciplines including asbestos supervisor, project designer, management planner and inspector. Mr. Reinke is also 40-hour hazardous materials handling trained.

EXPERIENCE

Arrowhead building inspectors have performed hundreds of surveys of existing structures to locate, identify, and assess potential hazards of asbestos-containing material (ACM), lead-based paint and other hazardous materials.

Following is a list of recent inspections conducted by the Arrowhead team:

Local Education Institution: Arrowhead personnel conducted building asbestos inspection for local colleges and universities. The inspections were conducted using, AHERA and Minnesota Department of Health protocol. Building drawings were developed to identify the location of the asbestos-containing materials. These inspections were used to notify employees of the presence and location of ACM inside their work facility. They were also used for asbestos abatement bid documents.

Local Educational Client: Arrowhead personnel conducted a pre-demolition survey for a local educational institution. The survey was conducted for the demolition of a school and adjacent houses. Samples were collected for suspect asbestos-containing materials and lead based paints. Other potentially hazardous materials were inventoried for removal prior to demolition of the structures.

Regional Medical Industry Client: Arrowhead personnel conducted a room-by-room asbestos inspection at a regional hospital. The inspection was conducted using AHERA and Minnesota Department of Health protocol. The inspection was used to institute an Operations and Maintenance Asbestos Program for the hospital. Arrowhead wrote the O & M Program.

Reference can be submitted upon request.

If you have any questions regarding the information provided, please call me at (218) 729-0987.
We look forward to your favorable response.

Sincerely,
Arrowhead Consulting & Testing, Inc.



Linda K. Thiry
Owner/Programs Director

IEA, INC.

PROPOSAL



Contact Us:

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9201 W. BROADWAY, #600
BROOKLYN PARK, MN 55445
763-313-7900

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

ROCHESTER OFFICE
210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-261-6664

BRAINERD OFFICE
601 NW 5TH STREET, STE. #4
BRAINERD, MN 56401
218-454-0703

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

VIRGINIA OFFICE
5625 EMERALD AVENUE
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218-410-9521

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800-233-9513



Asbestos Project Design, On-Site Monitoring, and Project Management

for

Aitkin County

At the

Aitkin County Courthouse Facility

DECEMBER 18, 2017

PROPOSAL #6672

Asbestos Project Design, On-Site Monitoring, & Project Management – Aitkin County Courthouse

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

Project Introduction

Per your request, IEA, Inc. is pleased to provide this proposal for Asbestos Project Design, Air Monitoring, and specified Project Management for the planned asbestos removal project work in the NW Link (Old Sheriff’s Building) and the Main Courthouse Building. This project work is required for the demolition and planned renovations in the designated areas of the Courthouse Facility.

Scope of Work

Asbestos project design for the Aitkin County Courthouse will include:

- Data Review and determination of scope of work by a licensed Project Designer.
- Development of project specification including a project schedule, bidding requirements, engineering controls, removal procedures, disposal, insurance, and bonding if necessary.

Project management and on-site air monitoring services will include:

- Coordination of on-site pre-bid conference.
- Review of contractor submittals, references, and qualifications.
- Submit contractor award recommendation/documentation to owner.
- Project correspondence and coordination for the duration of the asbestos removal project.
- On-site air monitoring to include daily air sampling during the interior abatement work, and clearance air sampling as required by Minnesota Department of Health Regulations to allow re-occupation or entry by others.
- Development and submittal of a final report summary to Aitkin County.

Limitations & Assumptions

The abatement shall be performed by a Licensed Asbestos Contractor under a separate contract. Abatement contractor costs for the completion of abatement of all the known or projected asbestos materials are estimated as follows;

Phase I West Annex Building (Demolition)	\$28,500.- \$34,000.
Phase II Main Courthouse Building	\$39,000. - \$44,500.

Compensation

The Design specification will be billed at a flat rate of **\$3,500.** This will provide guidance for both the Phase I and the Phase II abatement work.

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

Phase I West Annex Building (Demolition)	\$4,900. - \$5,300
Phase II Main Courthouse Building	\$6,500. - \$7,700.

Schedule

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.

IEA’s Asbestos Project Design services will commence immediately upon receipt of the signed proposal. IEA will schedule the work for this project through Aitkin County staff and/or Contiguity Group personnel.

We anticipate completing the Project Design within 30 days upon receipt of authorization to proceed.

Terms

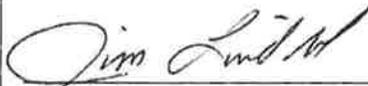
Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal, for more detail.

Authorization to Proceed

Authorization to Proceed – Client Signature Required

We appreciate the opportunity to present this proposal for Project Design, On-Site Monitoring, and Project Management. Please sign this authorization to proceed, and fax to Mr. Jim Lindahl, Sr. Project Manager at 763-315-7920 or e-mail jim.lindahl@ieasafety.com. Retain the original for your records. We will initiate a project schedule and development at the time we receive this written documentation to proceed.

IEA, Inc.



Jim Lindahl
Sr. Project Manager



William Dold
EPDM Division Manager

* * *

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal #6672 dated December 18, 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 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 REPUTATION 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.