

IEA, INC.

# PROPOSAL



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## Chemical Inventory and Safety Data Sheet Compilation

for

## Verndale School District

APRIL 19, 2018



**PROPOSAL #7041**

# Chemical Inventory and Safety Data Sheet Compilation

Paul Bromnlow  
Superintendent  
Verndale Public School  
District #818  
411 SW Brown St.  
Verndale, MN 56481  
Phone: 218-445-5184

## Project Introduction

IEA, Inc. is pleased to provide Verndale School District this proposal for a Chemical Inventory and Safety Data Sheet Compilation. The purpose of this chemical inventory is to comply with Minnesota OSHA's (MNOSHA) Employee Right-to-Know Chapter 5206 and Federal OSHA 29 CFR 1910.1200. Employers are required to identify potentially hazardous chemicals employees may be exposed to, to reduce the potential for injury associated with exposure to hazardous substances, and to educate employees. These regulations require that a chemical inventory and Safety Data Sheets (SDSs) be accessible to employees.

## Scope of Work

IEA will conduct a chemical inventory to document information related to the chemicals and hazardous substances used. The inventory will utilize a Microsoft© Excel spreadsheet to document chemical information in the following departments:

- Bus Garage
- Maintenance and Custodial
- Science Lab
- Art Room
- Industrial Technology Shop
- Lure Club Activities
- Food Service

IEA will compile Safety Data Sheets as they apply to the chemical inventory.

Copies of SDSs will be saved on a flash drive with hard copies printed and filed in 3-ring binders, utilizing A-Z tabs. **One binder set will be assembled for each department above, with master copies saved on a flash drive.**

IEA will provide the district with the chemical inventory spreadsheet electronically and appropriate copies will be filed in each binder.

## Limitations & Assumptions

IEA will inventory chemicals in areas identified by Verndale School District and accessible to IEA staff. A reasonable attempt will be made to locate each SDS/MSDS. If SDSs are unable to be located, it will be noted on the inventory.

## Compensation

IEA's fee associated with the chemical inventory and SDS compilation will be billed on a time-and-materials (T&M) basis and is estimated to be in the range of **\$2,000-\$3,300**. This fee includes travel, chemical inventory, SDS retrieval, binding supplies and binding.

# Chemical Inventory and Safety Data Sheet Compilation

## Schedule

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

IEA will schedule this project through, Paul Brownlow. We anticipate completing the project over the summer break.

## Proposal Terms

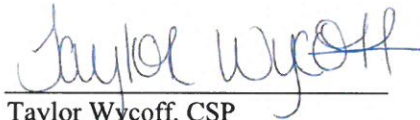
Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the General Conditions, which are part of this proposal for more detail.

## Authorization to Proceed

### Authorization to Proceed – Client Signature Required

We appreciate the opportunity to present this proposal for a Chemical Inventory and Safety Data Sheet Compilation. Please sign this authorization to proceed and send this proposal to Taylor Wycoff at [Taylor.Wycoff@ieasafety.com](mailto:Taylor.Wycoff@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.



Taylor Wycoff, CSP  
Virginia & Brainerd Regional Manager

\* \* \*

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal #7041 dated April 19, 2018.

\_\_\_\_\_  
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 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:
- Workers Compensation with statutory limits.
  - Employers' Liability with a minimum policy limit of \$1,000,000.00.
  - Comprehensive General Liability with the following coverage:
    - Limit \$1,000,000.00 per occurrence
    - \$2,000,000.00 general aggregate
    - \$2,000,000.00 products completed/ operations aggregate
    - \$1,000,000.00 personal and advertising injury
    - \$300,000.00 fire Damage (any one fire)
    - \$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.