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**FW: LIW Update**

Taylor Wycoff [taylor.wycoff@ieainstitute.com]

**Sent:** Friday, April 27, 2018 4:08 PM**To:** Wade Kern; Paul Brownlow

Taylor Wycoff, CSP

*Virginia & Brainerd Regional Manager***Institute for Environmental Assessment, Inc.****From:** Taylor Wycoff**Sent:** Wednesday, April 25, 2018 8:36 AM**To:** Paul Brownlow <pbrownlow@verndale.k12.mn.us>**Subject:** LIW Update

Good morning!

I'm follow up regarding the new lead-in-water statute.

Step one is to adopt an updated lead-in-water management plan complying with the statute. The board is required to approve a management plan, prior to July 1, 2018.

- When testing was previously conducted, the EPA action level of 20 ppb was utilized to determine which fixtures needed remediation.
- The district may elect to utilize recommended MDE/MDH action level of 2 – 20 ppb. To summarize, MDE's current recommendation for an action level is 2 ppb; Public water through cities use an action level of 15 ppb and the current EPA recommendation is 20 ppb. For further information, the guidance document can be reviewed. Please see page 9 of the guidance document for a table of action levels commonly used within different industries.
- Please let me know which action level the district would like to utilize in the updated management plan. Once I am notified of this, I can complete the management plan and send it to you for board approval.
- I did link the statute, MDE/MDH guidance document and MDE/MDH FAQ documents below that may be provided to your board members and may used for determining on the action level.

Step two is to complete the testing within the district, testing all water fixtures/sources, every five years. The management plan shall contain the district's schedule to complete LIW testing. IEA can propose a lead-in-water testing proposal if requested.

The final step to compliance is notification to staff, students and parents. This can be accomplished on your website, calendar, newsletter, etc. just like IPM, IAQ and asbestos notifications annually. The notification is required to contain: contact information for a designated person, notify persons that the plan and data is available upon request and identify if corrective actions were taken. There are several examples to accomplish this available, please let me know if I can assist with that.

For now, I will wait to hear from you in regard to your established action level and your plan for completing the testing. Once I receive those pieces of information, I can move forward updating your management plan. If you have any questions, please reach out.

MN Statute: <https://www.revisor.mn.gov/statutes/?id=121A.335>

MDE/MDH Guidance Document:

<http://www.health.state.mn.us/divs/eh/water/schools/pbschoolguide.pdf>

MDE/MDH FAQ Document: <http://www.health.state.mn.us/divs/eh/water/schools/leadlegis.pdf>

Thank you,



**Taylor Wycoff, CSP**

*Virginia & Brainerd Regional Manager*

**Institute for Environmental Assessment, Inc.**

m: (218) 410-9521

a: 5525 Emerald Avenue, Mountain Iron, MN 55768

w: [www.ieasafety.com](http://www.ieasafety.com) e: [Taylor.Wycoff@ieasafety.com](mailto:Taylor.Wycoff@ieasafety.com)

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**Taylor Wycoff, CSP**

*Virginia & Brainerd Regional Manager*

**Institute for Environmental Assessment, Inc.**

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**RE: Lead testing**  
Taylor Wycoff [taylor.wycoff@ieainstitute.com]

**Sent:** Friday, April 27, 2018 4:07 PM  
**To:** Wade Kern  
**Cc:** Paul Brownlow

Hi Wade,

I sent out emails on Wednesday outlining the steps to compliance. I'll forward it on so you can take a look at it.

In order to proceed with creating your updated management plan, I first need the district's determined action level.

Nothing is changed in our testing protocol, as the way we were sampling complies with the current required methods.

We don't write out our pricing per tap... Our proposal includes a certain number of taps. Then each additional tap over the specified number, we bill a \$21 lab fee.

Our understanding is that the plan needs to be board approved by July 1, and the plan needs to include a testing schedule. Testing does not need to be completed by July 1.

I'll send that email now... read through and let me know if you have any questions.

Taylor Wycoff, CSP  
*Virginia & Brainerd Regional Manager*  
 Institute for Environmental Assessment, Inc.

**From:** Wade Kern <wkern@verndale.k12.mn.us>  
**Sent:** Friday, April 27, 2018 1:34 PM  
**To:** Taylor Wycoff <Taylor.Wycoff@ieainstitute.com>  
**Cc:** Paul Brownlow <pbrownlow@verndale.k12.mn.us>  
**Subject:** Lead testing

Taylor,

Please see attached Lead Testing Model. I am recommending the School Board approve the Lead Testing Model at the June board meeting. Could you please give me a new Lead-in-Water Testing proposal which clearly follows the attached Model for testing?

Could you also give a per tap estimate for testing, at this point I'm unsure of how many taps, I plan on consulting staff to determine a final number but it's safe to say it will be over 30 taps. The way I understand it the testing must begin by July 1<sup>st</sup>, 2018.

Thank-you, Wade Kern  
Transportation / Building & Grounds

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IEA, INC.

# PROPOSAL



## Contact Us:

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BRAINERD, MN 56401  
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800-233-9513

## 2018 Lead-in-Water Testing for Verndale Public School

JANUARY 3, 2018

PROPOSAL #6704



# 2018 – Lead-in-Water Testing

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Paul Brownlow  
Superintendent  
Verndale Public School  
411 SW Brown St.  
Verndale, MN 56481  
Phone: 218-445-5184 Ext 316  
E-mail: pbrownlow@verndale.k12.mn.us.

## Introduction

IEA, Inc. is pleased to provide this proposal to conduct water testing for lead content in accordance with the Lead Contamination Control Act (LCCA) of 1988, developed by the Environmental Protection Agency (EPA). The intention of the LCCA is to identify and reduce lead in drinking water at schools and day care facilities. Minnesota Statute 121A.335 requires that potable water fixtures in public school buildings serving students in pre-kindergarten through grade 12 be tested for lead in water at least once every 5 years.

## Scope of Work

### *Water Source Identification and Sample Collection:*

IEA will identify potable water sources, including kitchen sinks, drinking fountains and coolers, steam kettles, and break room sinks, in the K-12 building

IEA will collect up to thirty (30) water samples according to the fixtures identified. Water testing will be conducted before the fixtures are used on the day of sampling, also known as a “first-draw sample.” Information collected at the time of sampling will include location and type of fixture.

### *Sample Analysis and Final Report:*

IEA will send the collected samples to an accredited laboratory for analysis using the ICP/MS EPA Method 200.8. Once IEA has received results of the analysis, a final report will be developed, including the following information:

- methodology
- summary of testing results
- recommendations for further actions, if necessary
- laboratory analysis documents

## Limitations & Assumptions

Following EPA protocol, samples will not be collected from non-potable water sources such as sinks in custodial closets, lavatories, or science labs.

The District is responsible for flushing sinks the day prior to IEA sampling.

Additional samples will not be taken unless discussed with the district and an authorized change order is obtained.

## Compensation

IEA’s fee associated with this project as outlined above is **\$1,500**. This fee includes sample collection, laboratory fees, travel expenses, and final report.

This fee is eligible for funding from the state under UFARS 349 – Hazardous Substances. Our proposal is valid within sixty days.

# 2018 – Lead-in-Water Testing

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## Schedule

IEA's services will commence immediately upon receipt of the signed proposal. IEA will schedule this project through, Paul Brownlow.

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

## Proposal Terms

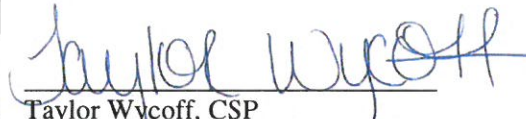
Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal.

## Authorization to Proceed

### Authorization to Proceed – Client Signature Required

We appreciate the opportunity to present this proposal for Lead-in-Water Testing. Please sign this authorization to proceed, and send 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 #6704 dated January 3, 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 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.