

Special Meeting School Board Meeting of ISD 857

Monday, May 18, 2026 6:00 PM

Board & Public in HS Library/Remote viewing via ZOOM, 100 County Road 25 ,
Lewiston, MN 55952

I. Call Meeting to Order

II. Pledge of Allegiance

III. Quorum Call

David Baer
Sara Daley
Daniel Kreidermacher
Bree Maki
Luke Miller
Amber Pasche
Dave Pringle

IV. Discussion with Angie Radel, Regional Manager, Institute for Environmental Assessment, Inc. regarding asbestos abatement monitoring.

V. Discussion regarding the FY27-29 IEA Environmental, Health and Safety Management Services Proposal

VI. Rescind May 11, 2026 school board approval of asbestos removal base bid for elementary school from Sheltertech Corporation for \$89,980 and Alternate 1 (cafeteria and stage hallway floor tile and mastic) for \$24,980 contingent on no additional monitoring costs from IEA.

VII. Asbestos Removal bid for elementary school from Sheltertech Corporation for \$89,980 .

VIII. Asbestos Alternate 1 Bid (cafeteria and stage hallway floor tile and mastic) from Sheltertech Corporation for \$24,900.

IX. 2026 Asbestos Elementary Project On-Site Monitoring and Project Management by IEA for \$47,100.

X. Asbestos removal bid for High School from Mavo Systems, Inc. for Bid Package #1 \$68,300 (windows and vestibules) and Bid Package #2 \$72,150 (pipe fittings, sinks and other areas) for a total bid of \$140,450.

XI. 2026 Asbestos High School Project on Site
Monitoring and Project Management proposal by
IEA for \$52,600.

XII. Adjourn

IEA, INC.

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE

9201 W. BROADWAY, STE #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, STE #4
BRAINERD, MN 56401
218-302-3787

MARSHALL OFFICE

1510 STADIUM DRIVE, STE #2
MARSHALL, MN 56258
800-233-9513

VIRGINIA OFFICE

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800-233-9513

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FY27-FY29 Environmental, Health, and Safety Management Services for Lewiston-Altura Public Schools

MAY 4, 2026

PROPOSAL #13801

PROPOSAL PROVIDED TO:

Gwen Porter
Superintendent
Lewiston-Altura Public Schools
100 County Road 25
Lewiston, MN 55952
Phone: 507-523-2191
E-mail: gporter@lewalt.k12.mn.us

PROPOSAL CONTACT:

Nic Wagner
Account Manager
IEA, Inc.
210 Wood Lake Drive SE
Rochester, MN 55904
Phone: 507-281-6664
E-mail: nic.wagner@ieasafety.com

PROJECT INTRODUCTION

In an effort to reduce or eliminate injuries and maintain compliance with federal and state regulations, Lewiston-Altura Public Schools has requested assistance with the management of its environmental, health, and safety (EH&S) program. The Institute for Environmental Assessment, Inc (IEA) is pleased to offer this proposal to provide an integrated support team specifically selected to meet your EH&S compliance needs.

IEA is committed to providing trusted health and safety solutions to our private and public organizations. IEA associates offer a complete range of experiences to create a capable health and safety team that can respond to your district-specific requirements. Please refer to our website www.ieasafety.com or to the attached Company Profile (Appendix A) for information regarding IEA, Inc.

SCOPE OF WORK

Section 1.0 EH&S Program Review and Management Plan Updates

IEA will review identified district health and safety programs for compliance and priorities. This program review will be conducted on site and includes a written summary of findings and recommended priorities specific to the following district written plans:

- Aerial Lifts/Hoists
- Asbestos
- Bloodborne Pathogens
- Community Right-to-Know
- Compressed Gas
- Confined Space
- Electrical Safety
- Emergency Action Plan
- Employee Right-to-Know
- Fire Safety
- Hazardous Waste
- Hearing Conservation
- Indoor Air Quality
- Integrated Pest Management
- Lab Safety/Chemical Hygiene
- Lead
- Lockout/Tagout
- Machine Guarding
- Personal Protective Equipment
- Playground Safety
- Powered Industrial Trucks
- Radon
- Respiratory Protection
- Safety Committee Meeting Attendance and Coordination
- Underground/Aboveground Storage Tanks

When site visit time allows, IEA will update and create new management plans to meet district program needs, as well as comply with requirements and recommendations. Program updates will be prioritized over the length of the contract.

Section 2.0 Annual EHS District Compliance and Program Requirements

Based on IEA's interpretation of OSHA, Minnesota Department of Education (MDE), Minnesota Pollution Control Agency (MPCA), and other federal, state, or local EHS regulations, as well as district-specific program requirements, IEA will provide the following annual services:

FY27-FY29 Environmental, Health, and Safety Management Services

- Program-Required Employee Training – Classroom & Online
- Hazardous Waste Reporting
- Tier 2 Reporting
- IAQ Online Teacher’s Survey
- IAQ Building Walkthroughs & Ventilation Assessments
- Science Fume Hood Testing
- Science Lab Inspections – MDE Attachment 5
- Respirator Fit Testing/Training
- Compressed Gas Cylinder Inspections
- Lockout/Tagout Periodic Inspections for Authorized Employees

Section 3.0 EH&S Consultation

In addition to the scope items listed above, IEA will provide health and safety consulting as the district requests. Example health and safety services that IEA can provide are listed in Appendix B.

IEA can provide health and safety projects, in addition to the scope items above, funded through the MDE finance code UFARS 352, as part of this contract. Individual project-specific scopes of work and associated fees will be provided to the district for authorization as part of this contract.

LIMITATIONS & ASSUMPTIONS

Although IEA will remain flexible to accommodate the district’s needs, project work involving UFARS codes other than 352 such as sampling, equipment fees, additional contractors, or labor categories other than those listed below is not included in this scope of work. If additional services are requested, IEA will provide a project-specific scope of work and associated fee.

While some firms maintain ownership of their written management plans, the work we do for your district is customized for you and becomes the property of your district.

Please note that hours may be spent working at IEA’s office for access to resources or references necessary to complete a project.

Management plans and documents may be provided electronically to the district upon request with the understanding that IEA is not responsible for changes made after the date of submittal. Documents provided by IEA are developed for exclusive use by your district and are not intended to be shared, distributed, or sold to any other party.

Lewiston-Altura Public Schools is expected to provide sufficient workspace and support resources (office supplies, equipment, clerical support, and network connection to internet) as required to perform services under this contract.

IEA will assist the district in compliance with applicable standards and regulations; however, actual compliance remains the responsibility of Lewiston-Altura Public Schools.

COMPENSATION

IEA’s Program Review in Section one and recommended compliance program requirements outlined in Section two will be completed and billed on a time and materials basis, not to exceed, the annual contract amount listed below:

FY27	FY28	FY29
\$8,339	\$8,671	\$9,003

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.

FY27-FY29 Environmental, Health, and Safety Management Services

IEA will provide Lewiston-Altura Public Schools with an estimated nine (9) periodic visits under this contract. Reimbursable expenses will be billed on a direct basis and include such items as transportation, reproduction of reports, technology usage/specialized equipment, and similar project-related items.

Please note there is a 3% fee for credit card payments.

Pricing quote is based on discounted rates established through the Environmental Health & Safety Management contract between Southeast Service Cooperative (SSC) and IEA, Inc.

SCHEDULE

IEA's services will commence upon receipt of a signed proposal. IEA will schedule this project through Gwen Porter of Lewiston-Altura Public Schools.

This contract is valid from July 1, 2026, to June 30, 2029.

Annual compliance projects identified in Section 2.0 will be coordinated via a scheduling letter and approved by the district prior to project start.

This proposal is valid for 60 days.

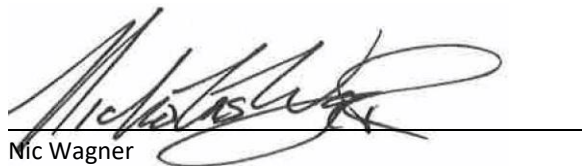
PROPOSAL TERMS

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, for more detail.

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Environmental, Health, and Safety Management Services. Please sign this authorization to proceed and e-mail to nic.wagner@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.



Nic Wagner
Account Manager

FY27-FY29 Environmental, Health, and Safety Management Services

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal #13801 dated May 4, 2026.

Printed Name

Authorized Signature

Date

UFARS Code or PO Number (if applicable)

Appendix A

Company Profile



The Institute for Environmental Assessment, Inc. (IEA) is small business founded in 1984. IEA is committed to provide practical, cost-effective environmental safety consulting compliance for private and public organizations. IEA's work is centered on the built environment. Through our expertise, experience and reputation, IEA delivers the most practical, thorough, and up-to-date services in the ever-changing dynamics of indoor environments.

With offices in Brooklyn Park, Rochester, Mankato, Brainerd and Marshall, Minnesota, IEA has a staff of 50 professionals who provide consultative services in specialized areas. Our clients include school districts, hospitals, government agencies and businesses in a variety of industries throughout the country. Our experts design and execute solutions that accomplish specific goals of your company.

Environmental Project Design and Management

IEA employs a team of experienced and EPA-Certified Licensed Asbestos Inspectors, Management Planners, Site Supervisors, Project Designers, and Lead Risk Assessors. IEA provides asbestos awareness training, demolition surveys, material inspection sampling and assessments, hazardous waste removal and clean-up management plans, AHERA inspections, lead sampling inspection, and project management.

Our company is widely recognized for its knowledge in asbestos and lead project design and management, including AHERA and NESHAP compliance.

Indoor Environmental Quality (IEQ)

IEA has capabilities to provide comprehensive IEQ assessments and solutions to building owners and managers. Our team of certified industrial hygienists, environmental consultants, public health personnel, and engineers are available to assist in resolving IEQ concerns.

IEA can provide investigative mold/moisture assessments, proactive IEQ management, remediation design and monitoring, HVAC performance evaluations, ventilation system commissioning or re-commissioning, and healthcare infection control consulting and design.

Our IEQ work falls into the following categories:

- **Investigations.** This includes data collection, visual assessments, inspections and reporting.
- **Proactive Management.** We conduct baseline and semi-annual surveys, draft management plans, and develop training sessions.
- **Remediation Design and Monitoring.** We design and monitor remediation programs and help clients maintain compliance with building codes and standards.



Environmental Health and Safety Services

IEA has trained and experienced personnel able to assist with OSHA and EPA compliance, including employee exposure assessments, health and safety management plans, safety audits and inspections, hazardous material control and remediation, and training.

IEA's engineers, certified industrial hygienists, public health professionals, certified safety professionals, and certified playground safety inspectors have access to existing written programs, plans, management systems and proven, time-tested implementation procedures to offer a health and safety compliance team that is poised to provide cost-effective, efficient, and professional compliance services.

Environmental health and safety is a complex area that involves regulatory agencies, numerous state and federal programs and federal laws. At IEA, we offer a comprehensive safety program to include compliance plan development and implementation, training, and project management.

Listed below are some of the compliance programs we deliver to keep you up to date with OSHA/EPA/DOT regulations:

- Employee Right to Know
- ARC Flash/NFPA70E
- A Workplace Accident & Injury Reduction Program
- (AWAIR)/Safety Committees
- Forklift/Powered Industrial Vehicle Safety
- Hoist/Lift/Crane Safety
- Lab Safety/Chemical Hygiene
- Machine Guarding
- Job Safety Analysis
- Personal Protective Equipment
- Fall Protection
- Fleet Safety
- Welding, Cutting or Brazing
- Bloodborne Pathogens
- Lockout/Tagout
- Bleacher Safety
- Compressed Gas
- Confined Space
- Community Right to Know (CRTK)
- Electrical Safety
- Emergency Action Plan
- Emissions
- Hearing Conservation
- Integrated Pest Management
- Metal Halide Lighting Replacement
- Playground Safety
- Pool Drains and Diving Boards
- Process Safety Management
- Radon
- Respiratory Protection Program
- Underground Storage Tanks (USTs)/
Aboveground Storage Tanks
- Fire Safety
- First Aid/CPR
- Infectious Waste

Appendix B

List of Services

IEA Consulting Services

Ongoing health and safety compliance is a multifaceted, complex, and resource-consuming task. Outsourcing some of these responsibilities can be an effective and efficient use of time and money. This is especially true when you use trained and experienced personnel with customized written programs, plans, management systems, and proven, time-tested implementation procedures. When you add immediate access to engineers, certified industrial hygienists, public health professionals, physicians, and toxicologists, you have a health and safety compliance team that is poised to provide you with cost effective, efficient, and professional compliance. IEA has assisted clients nationally with the following services:

- A Workplace Accident & Injury Reduction Program (AWAIR) / Safety Committees
- Air Permitting / Emissions
- Athletic Field Safety Impact Testing
 - Know your G-Max
- Americans with Disabilities Act (ADA)
- Asbestos
- Bleacher Safety
- Bloodborne Pathogens (BBP)
- Community Right to Know (CRTK)
- Compressed Gas
- Confined Space
- Electrical Safety/NFPA 70E
- Emergency Action/Crisis Management Plan
- Employee Right to Know (ERK)
- Ergonomics
- Fall Protection
- Fire Safety
- First Aid / CPR
- Fleet / Vehicle Safety
- Forklift Safety / Powered Industrial Vehicle Safety
- Hazardous Waste
- Hearing Conservation
- Hoist / Personnel Lift / Crane Safety
- Indoor Air Quality (IAQ)
- Infectious Waste
- Integrated Pest Management (IPM)
- Job Safety Analysis
- Lab Safety / Chemical Hygiene
- Lead
- Leadership in Energy and Environmental Design (LEED)
- Litigation
- Lockout / Tagout
- Machine Guarding
- OSHA General Industry or Construction Outreach Training
- OSHA Inspections
- OSHA Recordkeeping
- Personal Protective Equipment (PPE)
- Playground Safety and Certified Inspections
- Pool Drains and Diving Boards
- Process Safety Management
- Radon
- Respiratory Protection Program
- Storage Tank (USTs/ASTs) Removal Assistance
- Ventilation System Assessment
- Welding, Cutting, or Brazing



Appendix C

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.

April 27 2026

Gwen Porter
Superintendent
Lewiston-Altura Public Schools
100 County Road 25
Lewiston, MN 55952



*Providing Trusted
Health and Safety Solutions*

**RE: Lewiston-Altura Elementary School
2026 Asbestos Removal
IEA Project #202610215**

Dear Mrs. Porter:

The Institute for Environmental Assessment, Inc. (IEA) has reviewed the bids submitted for the above-referenced project at the Lewiston-Altura Elementary School. Please find the bid summary sheet in Appendix A.

Sheltermtech Corporation has submitted the acceptable low Lump Sum Base bid of \$89,980.⁰⁰ and Add Alternate 1: Cafeteria and Stage Hallway (Floor tile and mastic) \$24,980.⁰⁰. Bid documents may be found in Appendix B.

IEA has confirmed that Sheltermtech Corporation will honor their Lump Sum Base Bid and Add Alternate price and therefore recommends accepting the Add Alternate 1 for a **Total Bid Package of \$114,960.00.**

Please indicate if you wish to accept or decline Add Alternate 1 and IEA will create the AIA contract between the District and Sheltermtech Corporation.

If you have questions, please do not hesitate to contact me at 507-319-0161.

Sincerely,

IEA, Inc.

Natalie Eskew
EPDM/IAQ Lead

Enclosures

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

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800-233-9513

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800-233-9513

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Mountain Iron, MN 55768
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800-233-9513

Appendix A

Bid Summary Sheet

Lewiston-Altura Public Schools
2026 Asbestos Removal - Lewiston-Altura Elementary School
April 27, 2026 at 10:00 a.m.

Contractor	Lump Sum Base Bid	Add Alternate 1: Cafeteria & Stage Hallway	Unit Price #1	Unit Price #2	Unit Price #3	Addendum #1 Received	Construction Schedule	Responsible Contractor Documents
Environmental Plant Services	\$119,000.00	\$28,000.00	\$138.00	\$136.00	\$1,000.00	Yes	Yes	Yes
Mavo Systems, Inc.	\$123,300.00	\$28,450.00	\$138.00	\$135.00	\$400.00	Yes	Yes	Yes
Sheltertech Corporation	\$89,980.00	\$24,980.00	\$155.00	\$150.00	\$1,300.00	Yes	Yes	Yes

Unit Price #1: Asbestos Supervisor (Foreman) per Hour
Unit Price #2: Asbestos Worker per Hour
Unit Price #3: Additional Mobilizations per Round Trip



Appendix B

Bid Documents

SECTION 00410

Quote Form

Project: **Lewiston-Altura Elementary School – 2026 Asbestos Removal**

Bids are requested as follows:

Lump Sum Base Quote

For furnishing all labor, materials, equipment and services necessary for and incidental to the above-named project as described in the Contract Documents. The sum is based on performance with insurance coverage as specified in Section 00800 – Supplementary Conditions.

\$ 89,980⁰⁰

Add Alternate(s)

Add alternates are to be performed as above under Lump Sum Base Bid and are described in Section 01013 – Summary of Work – Asbestos Abatement. Each add alternate bid must be based on insurance coverage as specified in Section 00800 – Supplementary Conditions.

Add Alternate 1: Cafeteria and Stage Hallway

\$ 24,980⁰⁰

Unit Price(s) will be required for the following materials:

Unit Price 1: Asbestos Supervisor (Foreman) per Hour

\$ 155⁰⁰

Unit Price 2: Asbestos Worker per Hour

\$ 150⁰⁰

Unit Price 3: Additional Mobilizations per Round Trip

\$ 1,300⁰⁰

Addenda Received through Number: 1

1. Construction Schedule Enclosed: X
2. Responsible Contractor Documents:
 - Attachment A X
 - Attachment A-1 X
 - Attachment A-2 X

Authorization

The undersigned, having thoroughly examined the Contract Documents including all related Addenda and any other materials included in the Project Manual or incorporated by reference and having thoroughly and carefully examined the building and specific area(s) in which the Work is to be performed and having become familiar, by investigation, with conditions that may affect performance of the Work, does hereby authorize the submission of this Bid to perform the work in strict accordance with the Contract Documents:

Sheltech
Contractor

2605 Seppala Blvd
Address

W. St. Paul, MN 55109
City/State/Zip

Ryan Forsgren
Name

[Signature]
Signature

Owner
Position

4/27/26
Date

Exhibit A

SECTION 00430 Construction Schedule

Project: Lewiston-Altura Elementary School – 2026 Asbestos Removal

Contractor:

Shelkertech

Name

2605 Seppala Blvd

Address

N. St. Paul, MN 55109

City/State/Zip

Contract Start Date:

5/26/26

Contract Completion Date:

6/23/26

	Phase 1 Work Dates	# of Workers per Shift	Phase 2 Work Dates	# of Workers per Shift
Preparation of Work Area	From: <u>5/26/26</u> To: <u>5/27/26</u>	<u>5</u>	From: <u>6/03/26</u> To: <u>6/03/26</u>	<u>3</u>
Removal and Decontamination	From: <u>5/27/26</u> To: <u>6/03/26</u>	<u>5</u>	From: <u>6/03/26</u> To: <u>6/04/26</u>	<u>3</u>
Clearance Air Testing	From: <u>6/03/26</u> To: <u>6/03/26</u>	<u>5</u>	From: <u>6/04/26</u> To: <u>6/04/26</u>	<u>3</u>
Removal of Isolation	From: <u>6/04/26</u> To: <u>6/04/26</u>	<u>5</u>	From: <u>6/05/26</u> To: <u>6/05/26</u>	<u>3</u>

	Phase 3 Work Dates	# of Workers per Shift	Phase 4 Work Dates	# of Workers per Shift
Preparation of Work Area	From: <u>5/27/26</u> To: <u>TBD</u>	<u>1</u>	From: <u>5/26/26</u> To: <u>TBD</u>	<u>1</u>
Removal and Decontamination	From: <u>TBD</u> To: <u>TBD</u>	<u>1</u>	From: <u>TBD</u> To: <u>TBD</u>	<u>1</u>
Clearance Air Testing	From: <u>TBD</u> To: <u>TBD</u>	<u>1</u>	From: <u>TBD</u> To: <u>TBD</u>	<u>1</u>
Removal of Isolation	From: <u>TBD</u> To: <u>6/23/26</u>	<u>1</u>	From: <u>TBD</u> To: <u>6/5/26</u>	<u>1</u>

	Phase 5 Work Dates	# of Workers per Shift	Phase 6 Work Dates	# of Workers per Shift
Preparation of Work Area	From: <u>6/1/26</u> To: <u>TBD</u>	<u>2</u>	From: <u>6/08/26</u> To: <u>6/08/26</u>	<u>4</u>
Removal and Decontamination	From: <u>TBD</u> To: <u>TBD</u>	<u>2</u>	From: <u>6/09/26</u> To: <u>6/10/26</u>	<u>4</u>
Clearance Air Testing	From: <u>TBD</u> To: <u>TBD</u>	<u>2</u>	From: <u>6/10/26</u> To: <u>6/10/26</u>	<u>4</u>
Removal of Isolation	From: <u>TBD</u> To: <u>6/23/26</u>	<u>2</u>	From: <u>6/11/26</u> To: <u>6/11/26</u>	<u>4</u>

Exhibit A

	Phase 7 Work Dates	# of Workers per Shift	Phase 8 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 6/11/26 To: 6/11/26	2	From: 6/11/26 To: 6/12/26	4
Removal and Decontamination	From: 6/11/26 To: 6/12/26	2	From: 6/11/26 To: 6/13/26	4
Clearance Air Testing	From: 6/12/26 To: 6/12/26	2	From: 6/13/26 To: 6/13/26	4
Removal of Isolation	From: 6/12/26 To: 6/12/26	2	From: 6/14/26 To: 6/14/26	4

	Add Alternate 1 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 6/17/26 To: 6/19/26	5
Removal and Decontamination	From: 6/18/26 To: 6/20/26	5
Clearance Air Testing	From: 6/20/26 To: 6/22/26	5
Removal of Isolation	From: 6/23/26 To: 6/23/26	5

Comments:

ATTACHMENT A

RESPONSIBLE CONTRACTOR AND CERTIFICATION OF COMPLIANCE

Lewiston-Altura Elementary School 2026 Asbestos Removal

Minn. Stat. §16.285, Subd. 7, **IMPLEMENTATION**. any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. §16.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA**. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

1. The Contractor:
 - a. is in compliance with worker's compensation and unemployment insurance requirements;
 - b. is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - c. has a valid federal tax identification number or a valid Social Security number if an individual; and
 - d. has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative.
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - a. repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - b. has been issued an order to comply by the commissioner of labor and industry that has become final;
 - c. has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - d. has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - e. has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - f. has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;
3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;

5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. §16.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project,

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. §16.285, Subd. 4. **VERIFICATION OF COMPLIANCE.** A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

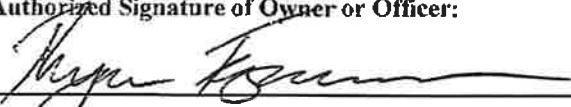
A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor

CERTIFICATION

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: 	Printed Name: Ryan Forsman
Title: Owner	Date: 04/27/26
Company Name: ShelterTech	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

Lewiston-Altura Elementary School
2026 Asbestos Removal

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Lloyd's Construction Services	Shakopee, MN 55379

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST

(Prime Contractor to submit as subcontractors are added to the project)

**Lewiston-Altura Elementary School
2026 Asbestos Removal**

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

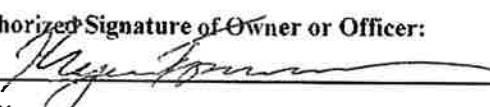
Minn. Stat. §16.285, Subd. 5: If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

Additional Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. §16.285.

Authorized Signature of Owner or Officer: 	Printed Name: Ryan Forsman
Title: Owner	Date: 4/27/26
Company Name: Sheltertech	

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

2026 Asbestos Project On-Site Monitoring and Project Management for Lewiston-Altura Public Schools Lewiston-Altura Elementary School

MAY 12, 2026

PROPOSAL #13967

2026 Asbestos Project On-Site Monitoring & Project Management – Lewiston-Altura Elementary School

PROPOSAL PROVIDED TO:

Gwen Porter
Superintendent
Lewiston-Altura Public Schools
1000 County Road 25
Lewiston, MN 55952
Phone: 507-523-3460
E-mail: gporter@lewalt.k12.mn.us

PROPOSAL CONTACT:

Natalie Eskew
EPDM/IAQ Lead
IEA, Inc.
210 Wood Lake Dr. SE
Rochester, MN 55904
Phone: 507-281-6664
E-mail: Natalie.eskew@ieasafety.com

PROJECT INTRODUCTION

At the request of Lewiston-Altura Public Schools, IEA, Inc. is pleased to provide this proposal for the asbestos project on-site monitoring and project management for the asbestos removal project at Lewiston-Altura Elementary School.

SCOPE OF WORK

Onsite Air Monitoring & Project Management

Asbestos on-site monitoring and project management for the asbestos removal per specification base package and accepted add alternate 1 includes:

- Project management prior to and for the duration of the asbestos removal project.
- Meetings as necessary with Architect, Contractors, and Owner.
- On-site air monitoring and analysis by microscope for PCM for base bid package and the accepted add alternate 1 per specification includes an estimated eighteen (18) days on-site, duration air samples and an estimated one (1) PCM and four (4) TEM analysis by laboratory air clearance sample sets.
- Development and submittal of a final report to Lewiston-Altura Public Schools.

LIMITATIONS & ASSUMPTIONS

Abatement shall be performed by a Licensed Asbestos Contractor under a separate contract.

COMPENSATION

IEA's fee associated with asbestos project on-site monitoring and project management will be billed at a flat rate of **\$47,100.**

Reimbursable expenses are included in the beforementioned cost and include such items as reproduction of reports, on-site PCM analysis, TEM laboratory fees, travel, technology usage/specialized equipment, and similar project-related items.

The pricing quote is based on discounted rates established through the Environmental Health & Safety Management contract between Southeast Service Cooperative (SSC) and IEA, Inc.

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.

Please note there is a 3% fee for credit card payments.

SCHEDULE

IEA's services will commence upon receipt of the signed proposal. IEA will schedule this project through Gwen Porter or InGensa.

2026 Asbestos Project On-Site Monitoring & Project Management – Lewiston-Altura Elementary School

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, for more detail.

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Asbestos Project On-Site Monitoring and Project Management. Please sign this authorization to proceed and e-mail to Natalie.Eskew@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.



Natalie Eskew
EPDM/IAQ Lead

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal #13967 dated May 12, 2026.

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.

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.

April 28, 2026

Gwen Porter
Superintendent
Lewiston-Altura Public Schools
100 County Road 25
Lewiston, MN 55952



**RE: Lewiston-Altura High School
2026 Asbestos Removal
IEA Project #202610215**

Dear Mrs. Porter:

The Institute for Environmental Assessment, Inc. (IEA) has reviewed the bids submitted for the two (2) bid packages for the above-referenced project at the Lewiston-Altura High School. Please find the bid summary sheet in Appendix A.

The Abatement Contractor award summary for each bid package is identified below:

Bid Package #1

Mavo Systems, Inc. submitted the acceptable low Lump Sum Base bid for Bid Package #1 of **\$68,300**. IEA has confirmed that Mavo Systems, Inc. will honor their bid and, therefore, recommends accepting this bid for Bid Package #1. Mavo Systems, Inc. bid documents for this bid package may be found in Appendix B.

IEA recommends accepting the Lump Sum Base bid from Mavo Systems, Inc. for Bid Package #1.

Bid Package #2

Mavo Systems, Inc. submitted the acceptable low Lump Sum Base bid for Bid Package #2 of **\$72,150**. IEA has confirmed that Mavo Systems, Inc. will honor their bid and, therefore, recommends accepting this bid for Bid Package #2. Mavo Systems, Inc. bid documents may be found in Appendix C.

Included in Bid Package #2 are the following Add Alternate price options that the District may choose to Accept or Decline at this time:

- Add Alternate 1: Area A South Chalkboards/Tackboards **\$14,500**
- Add Alternate 2: Area A North Chalkboards/Tackboards **\$11,600**
- Add Alternate 3: Area A East Chalkboards/Tackboards **\$8,700**

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

BROOKLYN PARK
9201 West Broadway, #600
Brooklyn Park, MN 55445
763-315-7900 / FAX 763-315-7920
800-233-9513

MANKATO
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818 / FAX 507-345-5301
800-233-9513

ROCHESTER
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664 / FAX 507-281-6695
800-233-9513

BRAINERD
601 NW 5th Street, Ste. #4
Brainerd, MN 56401
218-454-0703 / FAX 218-454-0703
800-233-9513

MARSHALL
1420 East College Drive
Marshall, MN 56258
507-476-3599 / FAX 507-537-6985
800-233-9513

VIRGINIA
5525 Emerald Avenue
Mountain Iron, MN 55768
218-410-9521
800-233-9513

IEA recommends accepting the Lump Sum Base bid from Mavo Systems, Inc. for Bid Package #2. Please respond to the email which Add Alternates the District would like to Accept or Decline at this time. The district may choose to accept at a later date or by July 30, 2026, for scheduling purposes.

If you have questions, please do not hesitate to contact me at 507-319-0161.

Sincerely,

IEA, Inc.

A handwritten signature in blue ink, appearing to read "Natalie Eskew", is positioned above the printed name.

Natalie Eskew
EPDM/IAQ Lead

Enc.

Appendix A

Bid Summary Sheet

Lewiston-Altura Public Schools
2026 Asbestos Removal - Lewiston-Altura High School
April 28, 2026 at 10:30 a.m.

BID PACKAGE #1										
Contractor	Lump Sum Base Bid	Unit Price #1	Unit Price #2	Unit Price #3	Addendum #1 Received	Construction Schedule	Responsible Contractor Documents			
Environmental Plant Services	\$73,900.00	\$145.00	\$142.00	\$1,000.00	Yes	Yes	Yes			
Mavo Systems, Inc.	\$68,300.00	\$138.00	\$135.00	\$400.00	Yes	Yes	Yes			
Sheltertech Corporation	\$78,470.00	\$155.00	\$150.00	\$1,300.00	Yes	Yes	Yes			
BID PACKAGE #2										
Contractor	Lump Sum Base Bid	Add Alternate 1: Area A South Chalkboards/T ackboards	Add Alternate 2: Area A North Chalkboards/T ackboards	Add Alternate 3: Area A East Chalkboards/T ackboards	Unit Price #1	Unit Price #2	Unit Price #3	Addendum #1 Received	Construction Schedule	Responsible Contractor Documents
Environmental Plant Services	\$133,333.00	\$19,000.00	\$12,000.00	\$10,000.00	\$145.00	\$143.00	\$1,000.00	Yes	Yes	Yes
Mavo Systems, Inc.	\$72,150.00	\$14,500.00	\$11,600.00	\$8,700.00	\$138.00	\$135.00	\$400.00	Yes	Yes	Yes
Sheltertech Corporation	\$78,840.00	\$12,800.00	\$12,800.00	\$7,680.00	\$155.00	\$150.00	\$1,300.00	Yes	Yes	Yes

Unit Price #1: Asbestos Supervisor (Foreman) per Hour

Unit Price #2: Asbestos Worker per Hour

Unit Price #3: Additional Mobilizations per Round Trip



Appendix B

Bid Package #1 - Bid Documents

SECTION 00410

Quote Form

Project: Lewiston-Altura High School – 2026 Asbestos Removal – Bid Package 1

Bids are requested as follows:

Lump Sum Base Quote

For furnishing all labor, materials, equipment and services necessary for and incidental to the above-named project as described in the Contract Documents. The sum is based on performance with insurance coverage as specified in Section 00800 – Supplementary Conditions.

\$ 68,300.00

Unit Price(s) will be required for the following materials:

Unit Price 1: Asbestos Supervisor (Foreman) per Hour

\$ 138.00

Unit Price 2: Asbestos Worker per Hour

\$ 135.00

Unit Price 3: Additional Mobilizations per Round Trip

\$ 400.00

Addenda Received through Number: 1

1. Construction Schedule Enclosed: Yes

2. Responsible Contractor Documents: Yes

Attachment A Yes

Attachment A-1 Yes

Attachment A-2 Yes

Authorization

The undersigned, having thoroughly examined the Contract Documents including all related Addenda and any other materials included in the Project Manual or incorporated by reference and having thoroughly and carefully examined the building and specific area(s) in which the Work is to be performed and having become familiar, by investigation, with conditions that may affect performance of the Work, does hereby authorize the submission of this Bid to perform the work in strict accordance with the Contract Documents:

Mavo Systems Inc.

Contractor

3030 Prow Lane NW

Address

Rochester MN 55901

City/State/Zip

Heath Nelson

Name

Heath Nelson

Signature

Project Manger

Position

4/28/2026

Date

SECTION 00430

Construction Schedule

Project: Lewiston-Altura High School – 2026 Asbestos Removal – Bid Package 1

Area/Phase/Location: Phases 1 - 2

Contractor: Mavo Systems Inc.

Name

3030 Prow Lane NW

Address

Rochester MN 55901

City/State/Zip

Contract Start Date: 5/26/2026

Contract Completion Date: 7/30/2026

	Phase 1 Work Dates	# of Workers per Shift	Phase 2 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 5/26/26 To: 7/30/26	3	From: 5/26/26 To: 5/27/26	2
Removal and Decontamination	From: 5/26/26 To: 7/30/26	3	From: 5/26/26 To: 5/27/26	2
Clearance Air Testing	From: 5/26/26 To: 7/30/26	3	From: 5/26/26 To: 5/27/26	2
Removal of Isolation	From: 5/26/26 To: 7/30/26	3	From: 5/26/26 To: 5/27/26	2

Comments:

CERTIFICATION

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: <i>Heath Nelson</i>	Printed Name: Heath Nelson
Title: Project Manger	Date: 4/28/2026
Company Name: Mavo Systems Inc.	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

Lewiston-Altura High School
2026 Asbestos Removal

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
None	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST
(Prime Contractor to submit as subcontractors are added to the project)

Lewiston-Altura High School
2026 Asbestos Removal

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. §16.285, Subd. 5: If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

Additional Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
None	

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. §16.285.

Authorized Signature of Owner or Officer: <i>Heath Nelson</i>	Printed Name: Heath Nelson
Title: Project Manger	Date: 4/28/2026
Company Name: Mavo Systems Inc.	

Appendix C

Bid Package #2 - Bid Documents

SECTION 00410

Quote Form

Project: Lewiston-Altura High School – 2026 Asbestos Removal – Bid Package 2

Bids are requested as follows:

Lump Sum Base Quote

For furnishing all labor, materials, equipment and services necessary for and incidental to the above-named project as described in the Contract Documents. The sum is based on performance with insurance coverage as specified in Section 00800 – Supplementary Conditions.

\$ 72,150.00

Add Alternate(s)

Add alternates are to be performed as above under Lump Sum Base Quote and are described in Section 01013 – Summary of Work – Asbestos Abatement. Each add alternate bid must be based on insurance coverage as specified in Section 00800 – Supplementary Conditions.

Bid Package 2: Add Alternate 1: Area A South Chalkboards/Tackboards	\$ <u>14,500.00</u>
Bid Package 2: Add Alternate 2: Area A North Chalkboards/Tackboards	\$ <u>11,600.00</u>
Bid Package 2: Add Alternate 3: Area A East Chalkboards/Tackboards	\$ <u>8,700.00</u>

Unit Price(s) will be required for the following materials:

Unit Price 1: Asbestos Supervisor (Foreman) per Hour	\$ <u>138.00</u>
Unit Price 2: Asbestos Worker per Hour	\$ <u>135.00</u>
Unit Price 3: Additional Mobilizations per Round Trip	\$ <u>400.00</u>

Addenda Received through Number: 1

3. Construction Schedule Enclosed:	<u>Yes</u>
4. Responsible Contractor Documents:	
Attachment A	<u>Yes</u>
Attachment A-1	<u>Yes</u>
Attachment A-2	<u>Yes</u>

Authorization

The undersigned, having thoroughly examined the Contract Documents including all related Addenda and any other materials included in the Project Manual or incorporated by reference and having thoroughly and carefully examined the building and specific area(s) in which the Work is to be performed and having become familiar, by investigation, with conditions that may affect performance of the Work, does hereby authorize the submission of this Bid to perform the work in strict accordance with the Contract Documents:

Mavo Systems Inc.
Contractor
3030 Prow Lane NW
Address
Rochester MN 55901
City/State/Zip

Heath Nelson
Name
Heath Nelson
Signature
Project Manger
Position
4/28/2026
Date

Exhibit A

SECTION 00430 Construction Schedule

Project: Lewiston-Altura High School – 2026 Asbestos Removal – Bid Package 2

Area/Phase/Location: Phases 1 - 11

Contractor: Mavo Systems Inc.

Name
3030 Prow Lane NW

Address
Rochester MN 55901

City/State/Zip

Contract Start Date: 5/26/2026

Contract Completion Date: 7/30/2026

	Phase 1 Work Dates	# of Workers per Shift	Phase 2 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 5/26/26 To: 5/26/26	2	From: 5/26/26 To: 5/26/26	2
Removal and Decontamination	From: 5/26/26 To: 5/26/26	2	From: 5/26/26 To: 5/26/26	2
Clearance Air Testing	From: 5/26/26 To: 5/26/26	2	From: 5/26/26 To: 5/26/26	2
Removal of Isolation	From: 5/26/26 To: 5/26/26	2	From: 5/26/26 To: 5/26/26	2

	Phase 3 Work Dates	# of Workers per Shift	Phase 4 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 5/27/26 To: 5/29/26	3	From: 6/1/26 To: 6/3/26	3
Removal and Decontamination	From: 5/27/26 To: 5/29/26	3	From: 6/1/26 To: 6/3/26	3
Clearance Air Testing	From: 5/27/26 To: 5/29/26	3	From: 6/1/26 To: 6/3/26	3
Removal of Isolation	From: 5/27/26 To: 5/29/26	3	From: 6/1/26 To: 6/3/26	3

	Phase 5 Work Dates	# of Workers per Shift	Phase 6 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 5/27/26 To: 5/29/26	3	From: 6/4/26 To: 6/8/26	3
Removal and Decontamination	From: 5/27/26 To: 5/29/26	3	From: 6/4/26 To: 6/8/26	3
Clearance Air Testing	From: 5/27/26 To: 5/29/26	3	From: 6/4/26 To: 6/8/26	3
Removal of Isolation	From: 5/27/26 To: 5/29/26	3	From: 6/4/26 To: 6/8/26	3

Exhibit A

	Phase 7 Work Dates	# of Workers per Shift	Phase 8 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 6/1/26 To: 6/30/26	2	From: 6/1/26 To: 6/30/26	3
Removal and Decontamination	From: 6/1/26 To: 6/30/26	2	From: 6/1/26 To: 6/30/26	3
Clearance Air Testing	From: 6/1/26 To: 6/30/26	2	From: 6/1/26 To: 6/30/26	3
Removal of Isolation	From: 6/1/26 To: 6/30/26	2	From: 6/1/26 To: 6/30/26	3

	Phase 9 Work Dates	# of Workers per Shift	Phase 10 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 6/1/26 To: 6/30/26	3	From: 6/22/26 To: 6/25/26	3
Removal and Decontamination	From: 6/1/26 To: 6/30/26	3	From: 6/22/26 To: 6/25/26	3
Clearance Air Testing	From: 6/1/26 To: 6/30/26	3	From: 6/22/26 To: 6/25/26	3
Removal of Isolation	From: 6/1/26 To: 6/30/26	3	From: 6/22/26 To: 6/25/26	3

	Phase 11 Work Dates	# of Workers per Shift	Add Alternate 1 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 5/26/26 To: 5/29/26	3	From: 6/29/26 To: 6/29/26	4
Removal and Decontamination	From: 5/26/26 To: 5/29/26	3	From: 6/29/26 To: 6/29/26	4
Clearance Air Testing	From: 5/26/26 To: 5/29/26	3	From: 6/29/26 To: 6/29/26	4
Removal of Isolation	From: 5/26/26 To: 5/29/26	3	From: 6/29/26 To: 6/29/26	4

	Add Alternate 2 Work Dates	# of Workers per Shift	Add Alternate 3 Work Dates	# of Workers per Shift
Preparation of Work Area	From: 6/29/26 To: 6/29/26	4	From: 6/29/26 To: 6/29/26	4
Removal and Decontamination	From: 6/29/26 To: 6/29/26	4	From: 6/29/26 To: 6/29/26	4
Clearance Air Testing	From: 6/29/26 To: 6/29/26	4	From: 6/29/26 To: 6/29/26	4
Removal of Isolation	From: 6/29/26 To: 6/29/26	4	From: 6/29/26 To: 6/29/26	4

Comments:

CERTIFICATION

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. §16.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) If my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer: <i>Heath Nelson</i>	Printed Name: Heath Nelson
Title: Project Manger	Date: 4/28/2026
Company Name: Mavo Systems Inc.	

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTOR LIST
(Submit with Prime Contractor Response)

Lewiston-Altura High School
2026 Asbestos Removal

Minn. Stat. §16.285, Subd. 5: A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
None	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTOR LIST
(Prime Contractor to submit as subcontractors are added to the project)

**Lewiston-Altura High School
2026 Asbestos Removal**

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. §16.285, Subd. 5: If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

Additional Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
None	

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. §16.285.

Authorized Signature of Owner or Officer: <i>Heath Nelson</i>	Printed Name: Heath Nelson
Title: Project Manger	Date: 4/28/2026
Company Name: Mavo Systems Inc.	

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

2026 Asbestos Project On-Site Monitoring and Project Management for Lewiston-Altura Public Schools Lewiston-Altura High School

MAY 12, 2026

PROPOSAL #13966

2026 Asbestos Project On-Site Monitoring & Project Management – Lewiston-Altura High School

PROPOSAL PROVIDED TO:

Gwen Porter
Superintendent
Lewiston-Altura Public Schools
1000 County Road 25
Lewiston, MN 55952
Phone: 507-523-3460
E-mail: gporter@lewalt.k12.mn.us

PROPOSAL CONTACT:

Natalie Eskew
EPDM/IAQ Lead
IEA, Inc.
210 Wood Lake Dr. SE
Rochester, MN 55904
Phone: 507-281-6664
E-mail: Natalie.eskew@ieasafety.com

PROJECT INTRODUCTION

At the request of Lewiston-Altura Public Schools, IEA, Inc. is pleased to provide this proposal for the asbestos project on-site monitoring and project management for the asbestos removal project at Lewiston-Altura High School.

SCOPE OF WORK

Onsite Air Monitoring & Project Management

Asbestos on-site monitoring and project management for the asbestos removal per specification base bid packages #1 and #2 includes:

- Project management prior to and for the duration of the asbestos removal projects for base bid packages #1 and #2.
- Meetings as necessary with Architect, Contractors, and Owner.
- On-site air monitoring and analysis of PCM samples by microscope for base bid packages #2 per specification includes an estimated twenty-four (24) days on-site, PCM duration/clearance air samples, and one (1) TEM air clearance sample set collection and laboratory analysis.
- Development and submittal of a final report to Lewiston-Altura Public Schools.

LIMITATIONS & ASSUMPTIONS

Abatement shall be performed by a Licensed Asbestos Contractor under a separate contract.

COMPENSATION

IEA's fee associated with asbestos project on-site monitoring and project management will be billed at a flat rate of **\$52,600.**

Reimbursable expenses are included in the beforementioned cost and include such items as reproduction of reports, on-site PCM analysis, travel, technology usage/specialized equipment, and similar project-related items.

The pricing quote is based on discounted rates established through the Environmental Health & Safety Management contract between Southeast Service Cooperative (SSC) and IEA, Inc.

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.

Please note there is a 3% fee for credit card payments.

SCHEDULE

IEA's services will commence upon receipt of the signed proposal. IEA will schedule this project through Gwen Porter or InGensa.

2026 Asbestos Project On-Site Monitoring & Project Management – Lewiston-Altura High School

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, for more detail.

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Asbestos Project On-Site Monitoring and Project Management. Please sign this authorization to proceed and e-mail to Natalie.Eskew@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.



Natalie Eskew
EPDM/IAQ Lead

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal #13966 dated May 12, 2026.

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.

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.