

AGENDA
BOLD BOARD OF EDUCATION REGULAR MEETING
BIRD ISLAND-OLIVIA-LAKE LILLIAN
INDEPENDENT SCHOOL DISTRICT #2534
THURSDAY, JULY 9, 2026
6:30 PM
K-12 CONFERENCE ROOM

Mission Statement: Provide all learners in the BOLD community an education designed to develop the creativity, character, confidence, and skills essential to flourish in a changing global society.

- I. Call to Order and Roll Call
Chair Peppel
- II. Pledge of Allegiance
- III. Approval of Agenda
Chair Peppel
- IV. Recognition of Visitors to the School Board
- V. New Business
 - A. Olivia campus Boiler Condensate tank replacement using LTFM dollars.
Replacement of the Olivia campus' boiler condensate tank at a cost of \$17,903 using LTFM funds.
 - B. 350 feet of steam pipe replacement in Olivia elementary wing and replacement of sprinkler line in Bird Island garage using LTFM funds
Superintendent Tydlacka
These are pipes which we have had leak issues this past school year. There are about 350 feet of steam pipes in the Olivia elementary wing tunnels that would be replaced and sprinkler line in Bird Island in the garage area. Both the elementary wing and the Bird Island garage saw several leaks this past year. This would be LTFM funded changes at a cost of \$20,239 (Chappell Central) for the 350' of pipe in Olivia and an additional \$4260 (Summit Fire protection) for the replacement of the corroded sprinkler line in Bird Island.
 - C. Olivia Big gym floor
Superintendent Tydlacka
The Olivia large gym floor is in need of replacement as it cannot be sanded again and it has been about 15 years since it was last sanded. Typically, the floors are sanded about every 10 years. We will

review the costs to complete the project and discuss the funding of the potential project.

VI. **Upcoming dates:**

July 27, 2026, School Board Work Session, Elem Breakout Space, 6:15PM

July 27, 2026, Regular School Board Meeting, Elem Breakout Space
7:00PM

August 24, 2026, Regular School Board Meeting, Media Center, 7:00PM

VII. **Adjourn**

Wulf Fabrication and Piping LLC
17889 Bunker Ave
Walnut Grove, MN 56180 US
+13204915571
wulffabrication@gmail.com



Quotation

ADDRESS

BOLD Schools

QUOTATION # 1380

DATE 06/23/2026

ACTIVITY	QTY	RATE	AMOUNT
Material Steel and fittings for tank replacement	1	3,243.00	3,243.00
Construction Labor In place tank fab and piping	92	130.00	11,960.00
Material Optional add for stainless steel tank	1	2,700.00	2,700.00

Thank you for the opportunity to provide this quote, we look forward to hearing from you.

SUBTOTAL	17,903.00
TAX	0.00
TOTAL	\$17,903.00

Accepted By

Accepted Date

07/06/2026

Chappell Central, Inc.
1950 Trott Ave SW
PO Box 916
Willmar, MN 56201
320-235-2151



Proposal

Project: BOLD Condensate Piping
Division: Plumbing
Date: 6/2/2026
Contact: mitche@chappellcentral.com aasche@chappellcentral.com

Scope:

Repipe ~350' of steam condensate piping in tunnels
Connect with Megapress FKM element fittings
Replace hangers as needed

Exclusions:

N/A

Acknowledgements:

N/A

Proposed Total:

\$ 20,239.00

Thank you for your consideration

Mitchell Eischens
Master Plumber
Chappell Central, Inc.



Drive



Share



Proposal and Contract

Summit Fire Protection Co. ("Summit Fire Protection") makes the following proposal (the "Proposal"):

Date of Proposal: June 24, 2026

Proposal Submitted To: BOLD Schools
Address: 701 – 9th Street South
Olivia, MN 56277

Attention: Brandon

Regarding: Fire Protection Proposal
Garage Pipe Replacement

Specifications: The equipment to be provided by Summit Fire Protection as part of this Proposal, as well as design and installation services, are sometimes collectively referred to in this Proposal as the "Project". NFPA 13, together with the Specifications described in those certain plans dated N/A.

SCOPE OF WORK

Summit Fire Protection shall provide the necessary labor and materials to replace the existing 2" and 1½" pipe that is leaking. New sprinkler pipes will be grooved schedule 10 and or threaded Super 40. One sprinkler head will be replaced and new sprinkler head will match existing standard response brass upright 200 degree. Work is to be performed during normal working hours and days. All work to be in accordance with NFPA 13 and the Authority Having Jurisdiction.

EXCLUSIONS

- Painting and patching.
- Overtime or after-hours labor
- Electrical wiring (tamper switches, flow switches, horn/strobes, alarm, alarm panel, etc.).
- Fire alarm system or audible alarms.
- Central monitoring of sprinkler system(s).
- Power
- Fire extinguishers
- Ansul System
- More pipe replacement outside of what is listed above

Contract Price: Summit Fire Protection shall perform the above-described work at the following price: \$4,260.00 (the "Contract Price"). FOUR THOUSAND TWO HUNDRED SIXTY Dollars

Completion of the Project: Summit Fire Protection offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit Fire Protection's option, if Summit Fire Protection does not receive a signed acceptance of this Proposal by Owner after 30 days. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit Fire Protection and Owner.

SUMMIT FIRE PROTECTION CO.

By: Jeff C Jacobson
Signature

Jeff C Jacobson
Print Name

Fire Protection Manager
Phone: (320) 492-1450

OWNER ACCEPTANCE OF PROPOSAL

Summit Fire’s Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit Fire Protection and Owner.

OWNER:

By: _____
Signature

Print Name

Date

SUMMIT FIRE PROTECTION CO PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire Protection Proposal and Contract to which they are attached (collectively, the “Contract”) as if fully set forth on the front page of the Contract. As used in these General Conditions, “Summit Fire Protection,” “Owner,” “Project,” and “Contract Price” shall have the same meanings as those terms have in the Contract.

- 1. Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
- 2. Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire Protection and Owner by a written change order signed by Summit Fire Protection and Owner. Summit Fire Protection reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire Protection will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire Protection shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
- 3. Limited Warranty.** All materials and labor supplied by Summit Fire Protection will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire Protection will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer’s warranties. Summit Fire Protection provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer’s warranty. Summit Fire Protection shall have no obligation to seek enforcement of any such manufacturer’s warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire Protection in connection with Summit Fire Protection’s warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire Protection based on Summit Fire Protection’s standard fees and charges at the time. No other express or implied warranties are made by Summit Fire Protection. Summit Fire Protection’s warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire Protection, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
- 4. Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire Protection and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price
- 5. Unavoidable Delays.** To the extent any time period for performance by Summit Fire Protection applies, Summit Fire Protection shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire Protection.
- 6. Access.** Owner shall allow Summit Fire Protection to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire Protection personnel.
- 7. Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire Protection until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire Protection shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire Protection other rights and remedies.
- 8. MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**

St. Cloud: 418 Great Oak Drive | Waite Park, MN 56387 | Tel: 320.257.6390 | Fax: 320.257.6392
Corporate: 575 Minnehaha Avenue W. | Saint Paul, MN 55103 | Tel: 651.251.1880 | Fax: 651.251.1879

www.summitfire.com

- (a) **ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THEIR CONTRIBUTIONS.**
- (b) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."**

9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire Protection under this Contract, Owner agrees that the maximum liability of Summit Fire Protection shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire Protection with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire Protection harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire Protection.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire Protection as and when required, Summit Fire Protection shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire Protection may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire Protection for reasonable legal fees and costs incurred by Summit Fire Protection in the enforcement of this Contract.
11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire Protection, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire Protection agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire Protection are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire Protection agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire Protection agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit Fire Protection expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
12. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

Olivia Large Gym Floor Project Costs

Abatement expenses

Work desc	vendor	min exp	max exp
Abatement labor (includes bleacher move for floor removal)	IEA	\$90,000.00	\$100,000.00
Abatement project management	IEA	\$30,500.00	\$33,500.00
Large Gym floor Levy expense range		\$120,500.00 - \$133,500.00	

Installation expenses

Work desc	vendor	min exp	
Floor installation including striping	FLR	\$119,704.00	See note 1
Moving of bleachers	FLR	\$8,000.00	
Large Gym floor Installation expenses (LTFM)		\$127,704.00	

Large Gym floor total expenses including all abatement and installation costs	\$248,204.00	-	\$261,204.00
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Note 1: Some additional striping will be required beyond the current quote. This additional striping is for the practice courts and is consistent with the additional work required for the Bird Island gym project. In addition, if the concrete floor exceeds the flatness tolerance of 1/8 inch over 10 feet, floor leveling will be required. Any leveling work would be considered an additional expense and is not included in the quoted project cost of \$119,704.



FLR Sanders, Inc.
3079 92nd Avenue
Princeton, MN 55371

Proposal

DATE: 12/4/2025

PROPOSAL FOR:

**BOLD Public Schools
701 South 9th Street
Olivia MN 56277**

Project:
Gym Floor Replacement

DESCRIPTION

Olivia Large Gym Installation 7116 sq ft

INSTALLATION OF NEW PUR COMPLIANT MAPLE FLOOR SYSTEM: Includes material and installation of 2" AcerFlex TP II Flooring System

- Maple shall be 25/32" x 2-1/4" Random Length MFMA, Second and Better Grade Maple.
- Prefabricated plywood panels with EPDM rubber pads to complete the subfloor system.
- Game lines shall be applied utilizing compatible Bona gymnasium floor paint applied according to manufacturer instructions. Precision taping machines will be used as required. As specified by the governing authority, game lines shall include the following:
- Main Basketball Court - Main Volley ball court - Side Volleyball Courts - Existing Artwork Allowance

INCLUDED SUPPORTING ACCESSORIES

VENT COVE BASE: Provide and install black vent cove base material around perimeter of gymnasium.

THRESHOLDS: Provide and install custom built aluminum thresholds at doorways.

VOLLEYBALL COVER PLATES: Provide and install volleyball sleeve cover plates.

THE FOLLOWING ARE OPTIONS AND WOULD BE AMMENDMENTS TO THE TOTAL COST IF DESIRED

BLEACHER MOVEMENT: Add \$8,000.00

This option is required if bleachers are present in the room during the installation

DEMOLITION: Add \$24,550.00**

Remove and dispose of existing synthetic floor system (includes dumpster service)

OPTION TO UPGRADE GRAPHICS AND COURT LAYOUT: Cost will be bid separately. FLR Sanders, Inc. offers artwork design services free of charge with any sand and finish project. Artwork revisions are designed and produced by FLRSanders, Inc. in conjunction with District. Associated costs will be determined by selected layout.

Note: FLR Sanders Will Check Concrete Substrate For Required Flatness Of No More Than 1/8" In 10' Deviation From Flat. Any Required Correction Will Be At Additional Cost. FLR Sanders Will Check RH In Concrete Substrate. The Required RH level Is To Be No Greater Than 85%. Any Required Vapor Barrier Or Remediation Will Be At Additional Cost.

**Pricing is based on a negative result on an asbestos test of the mastic

** Proposal may be withdrawn if not accepted within 60 days.

Total \$119,704.00

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Customer responsible for all costs of collection including reasonable attorney fees and expenses. 208 three phase power and dumpsters by owner. Slab testing by FLR Sanders, Inc. Slab leveling by others. Unlimited access to jobsite required for schedule and drying times. List after hours contact:

FLR Sanders, Inc.

date

Authorized Signature

date

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made for material at time of delivery. Labor will be paid within 7 days of completion. Overdue invoices will accrue interest at 1.5% per month.

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

5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-302-3787

www.ieasafety.com

800-233-9513

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Asbestos Project Design, On-Site Monitoring, and Project Management for BOLD Public Schools at Olivia High School Gymnasium Flooring

JUNE 22, 2026

PROPOSAL #14081

Asbestos Project Design, On-Site Monitoring & Project Management Olivia High School/Gymnasium Floor

PROPOSAL PROVIDED TO:

Tim Tydlacka
Superintendent
BOLD Public Schools
701 South 9th Street
Olivia, MN 56277
Phone: 320-523-1031
E-mail: tim.tydlacka@bold.,12.mn.us

PROPOSAL CONTACT:

Jim Lindahl
Senior Project Manager
IEA, Inc.
9201 West Broadway, Suite 600
Brooklyn Park, MN 55445-1924
Phone: 763-315-7900
E-mail: jim.lindahl@ieasafety.com

PROJECT INTRODUCTION

In response to the 2026 renovation project work at BOLD Public Schools, the Institute for Environmental Assessment, Inc. (IEA) is pleased to provide this proposal for asbestos project design, on-site monitoring, and project management for the Summer 2026 Gymnasium Floor Abatement at Olivia High School.

SCOPE OF WORK

Asbestos project design for the 2026 Olivia High School Gymnasium Floor Abatement includes:

- Determination of scope of work
- Development of project specification including engineering controls, removal procedures, disposal, and insurance

Asbestos on-site monitoring and project management for 2026 Olivia High School Gymnasium Floor Abatement includes:

- Coordination of pre-construction conference
- Review of contractor submittals, references, and qualifications
- Submittal of contractor award recommendation/documentation to owner
- Project management prior to and for the duration of the asbestos removal project
- On-site air monitoring to include up to twelve (12) , ten (10)-hour days on-site, daily duration air samples, and one (1) TEM clearance air sample set (see Appendix B for specific scope of work)
- Development and submittal of final report to BOLD Public Schools

LIMITATIONS & ASSUMPTIONS

Abatement shall be performed by a Licensed Asbestos Contractor under a separate contract. Abatement contractor costs are estimated to be in the range of **\$90,000-\$100,000**. The moving/transition of the West Bleachers has the potential to add from the **\$90,000.00**.

COMPENSATION

IEA's fee associated with project design, on-site monitoring, and project management will be billed on a time-and-materials (T&M) basis and is estimated to be in the range of **\$30,500-\$33,500**.

Reimbursable expenses will be billed on a direct basis and include such items as transportation, reproduction of reports, drawings, specifications, bidding documents, technology usage/specialized equipment, and similar project-related items, (see Appendix C for Compensation Schedule related to reimbursable expenses).

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.

Asbestos Project Design, On-Site Monitoring & Project Management Olivia High School/Gymnasium Floor

SCHEDULE

IEA's services will commence immediately upon receipt of the signed proposal. IEA will schedule this project through Superintendent Tim Tydlacka and/or Nexxus Solutions.

We anticipate initiating the project upon receipt of authorization to proceed. Completion of site-related work is expected by August 14, 2026.

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 Project Design, On-Site Monitoring, and Project Management services. Please sign this authorization to proceed and e-mail to jim.lindahl@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.



Jim Lindahl
Senior Project Manager
EPDM Division

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal #14081 dated June 22, 2026.

Printed Name

Authorized Signature

Date

UFARS Code or PO Number (if applicable)

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 for such period, and for each 30 days thereafter until the invoice is paid in full, 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; provided, however, that any such inquiry will not postpone any required payment or the service charge set forth above. 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

Client agrees to defend, indemnify and hold harmless Consultant from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses and liabilities whatsoever, including reasonable attorney fees, arising out of third party claims to the extent that such claim arises out of Consultant’s performance of the Services, except to the extent Consultant, or its employees, preformed such Services in a negligent or illegal manner.

B. FORCE MAJEURE:

Consultant shall not be liable for any failure or delay resulting from fire, explosion, flood, storm, act of God, government acts, orders or regulations, civil disturbances, equipment or material shortages, supply chain delays, contingencies or other circumstances which are beyond the control of Consultant which prevent or hinder fulfillment of the contract or which make its fulfillment impracticable and in any case, Consultant shall not be liable for consequential damages or incidental damages without regard to cause.

C. 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)

D. 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 either party without prior written consent of the other party.

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.

Appendix B

Compensation Schedule



Professional Fee Schedule Effective January 1, 2026

IEA provides consulting services using the following rate schedule for project activity on a time-and-materials basis. This schedule will be adjusted on an annual basis. Additionally:

- Work performed beyond a normal working day (defined as hours in excess of 8 hours a day), weekends and national holidays will be billed at time and one-half.
- Current mileage rate is billed at the IRS mileage rate plus a 20% mark-up. Mileage rate may be adjusted to reflect fluctuations in fuel costs.
- Travel expenses include airfare, lodging, transportation, and meals, will be billed with a 20% mark-up.

IEA's services will be billed at the following rates per hour:

Project Management	Rate
▪ Division/Regional Manager	\$170.00
▪ Senior Project/Account Manager	\$152.00
▪ Account Manager	\$146.00
▪ Project Manager	\$146.00
▪ Administrative Support	\$98.00

Professional/Technical Staff	Rate
▪ Sr. Certified Industrial Hygienist.....	\$210.00
▪ Certified Industrial Hygienist.....	\$181.00
▪ Certified Safety Professional	\$165.00
▪ Sr. Professional Engineer	\$192.00
▪ Senior Mechanical Engineer	\$172.00
▪ Mechanical Engineer II	\$145.00
▪ Mechanical Engineer I	\$130.00
▪ Senior Environmental Technician	\$123.00
▪ Environmental Technician I/II.....	\$120.00

Emergency services and rates for services after hours, weekends or under extenuating circumstances will require an increased labor rate one and one-half times the above rates.

Asbestos, Lead & IAQ Laboratory Fees



Asbestos

Bulk Samples - Polarized Light Microscopy (PLM)

# Samples Per layer	RUSH 3 Hour*	RUSH 6 Hour*	24 Hour	48 Hour	72 Hour
1 – 199	\$52 each	\$36.5 each	\$26 each	\$24 each	\$21 each
200 or more	Call for pricing				

*Rush pricing is cost plus \$80 for time and mileage. Time is from when lab receives samples. Additional times and costs are available

Air Samples – Phase Contrast Microscopy (PCM) (In-house Analysis)

	Routine Price	Rush Price
All Samples (\$60 min. includes 2 samples)	\$22 each	1.5 x applicable rate

Air Samples – Transmission Electron Microscopy (TEM)*

Air samples by AHERA or YAMATE Level II Method

	24 Hour	6 Hour	4.5 Hour	Weekend Analysis
Individual Samples (24 hours)	\$150/Sample	\$180/Sample	\$300.00/Sample	Add \$650 Set-up Fee to Sample Charge

Lead

Lead Dust Wipe Samples/ Lead Air Samples/ Lead Paint Chips/ Soil Sample (Flame AA)

6 Hour	1 Day
\$52	\$25

Lead in Air/Soil Samples (Graphite Furnace)

	24 Hours or Greater	Less Than 24 Hours
All Samples	\$83	Call for pricing

Lead in Paint Samples

	1-5 Days	6 Hours
All Samples	\$26	\$56

Lead in Water Samples

	24 Hours or Greater
All Samples	\$28

Lead Toxicity Characteristic Leaching Limit Procedure (TCLP)

	3-Day	2-Day	30-Hour
All Samples	\$172	\$246	\$511

Radon

Sample Type	Cost
Short-Term (1-99)	\$16
Short-Term (100 and up)	\$14
Continuous Radon Monitor	\$250 per sampling event

Asbestos, Lead & IAQ Laboratory Fees



PCB EMSL Samples

2 Week	1 Week	4 Day	3 Day
\$120	\$174	\$197	\$235

Indoor Air Quality

Laboratory Analysis (Per Sample)*

- Air-O-Cell 24-hour turnaround.....\$56
- BioReveal Surface Swab\$13
- Bioaerosol Air Sample (fungal)\$120
- Bioaerosol Contact Sample (fungal)\$120
- Dust Characterization (1 week turnaround).....\$56
- Dust Characterization (24 hour turnaround).....\$135
- Formaldehyde Call for pricing
- Heterotrophic Plate Count\$22
- Hexavalent Chromium..... Call for pricing
- Legionella\$144
- Microvac bulk dust fungal analysis (dilution/culturable method)\$120
- Microvac bulk dust fungal analysis (direct read method)\$70
- Silica..... Call for pricing
- Tease Tape sample analysis.....\$56
- Total Volatile Organic Compounds (TVOC) (3M 3500)..... Call for pricing
- Volatile Organic Compounds (VOC) (range \$100-258)..... Call for pricing
- VOC Scan (GC/MS – Qualitative, 70 compounds) Call for pricing
- VOC Scan (GC/MS – Quantitative, up to 15 compounds)..... Call for pricing
- Welding Fume Scan (13 Metals)..... Call for pricing

NOTE: Delivery costs are billed on a direct basis

* Analysis of other compounds, alternate analytical and sampling methods, and rush analysis, may affect per unit costs.

Equipment Use Rates (Per Day)

- Air Flow Meter & Micromanometer.....\$55
- Airborne Particulate Counter Call for Pricing
- Anderson/Quick Take 30/Buck Bioaire Sampler (bioaerosols)\$60
- Balometer\$55
- Dosimeter\$100
- Four Gas Meter\$55
- Hygrometer\$30
- Infrared Camera\$80
- Ion Counter.....\$55
- Moisture Meter\$30
- Noise Dosimeter Calibrator\$15
- Noise Dosimeter\$100
- Noise Dosimeter Rental.....\$100

Equipment Use Rates (Per Day)

- Personal Air Sampling Pump Calibrators (Check-Mate, DryCal, etc.).....\$30
- Personal Air Sampling Pumps.....\$55
- Photo Ionization Detector (PID) Call for Pricing
- Pressure Differential Meter.....\$55
- Projector\$40
- Respirator Fit Test Kit (up to 20 fit tests)\$25
- SciAps X-550 PB (Paint)\$260
- Sound Level Meter\$130
- TSI Q-Trak (carbon dioxide, carbon monoxide, temperature, relative humidity).....\$55