

IEA, INC.

2026-2027 MASTER SERVICES AGREEMENT



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IEA Services for Osseo Area Schools ISD 279

MAY 18, 2026

MSA PROPOSAL #13998

Osseo Area Schools ISD 279

Master Services Agreement

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PROJECT INTRODUCTION

At the request of Osseo Area Schools ISD 279, the Institute for Environmental Assessment, Inc. (IEA) is pleased to provide this 2026-2027 Master Services Agreement (MSA) to encompass services for support with environmental, health, and safety; hazardous materials; indoor air quality (IAQ); industrial hygiene; and mechanical-engineering consulting services. The following defines the extent of IEA's potential services.

SCOPE OF WORK

Environmental Health and Safety Services

- IEA can provide project-specific health and safety services, as needed. These services include, but are not limited to, OSHA general industry services, Minnesota Department of Education (MDE) requirements, and any other state or government safety agency requirements implemented within Osseo Area Schools.
- IEA will utilize certified and qualified staff, as necessary and/or requested, to implement these services.

Hazardous Material Services

- IEA can provide hazardous materials (e.g., asbestos and/or lead) site assessments, inspections, sampling, project design and site monitoring. This MSA includes 3rd Year AHERA inspections and 6-month periodic surveillance inspections.
- These services include, but are not limited to, the Minnesota Department of Health (MDH) and Environmental Protection Agency (EPA) requirements, and any other state or government safety agency requirements implemented within Osseo Area Schools.
- IEA will utilize licensed, certified, and qualified staff, as necessary and/or requested, to implement these services.

Project Indoor Air Quality (IAQ) and Industrial Hygiene Services

- IEA can provide IAQ and Industrial Hygiene services, assessments, and investigations.
- These services are compliant with the Minnesota Department of Health (MDH), Minnesota Department of Education (MDE), and Environmental Protection Agency (EPA) guidelines or requirements, and any other state or government agency requirements implemented within Osseo Area Schools.
- IEA will utilize certified and qualified staff, as necessary and/or requested, to implement these services.

Mechanical Engineering Consulting

- IEA can provide mechanical engineering and ventilation assessment services.
- IEA can provide building commissioning and/or recommissioning services.
- Commissioning service fees will be determined by the district-approved flat fee identified in the compensation section of this proposal. IEA will provide a commissioning review of the new construction design which will be conducted at the rates identified in the compensation section of this proposal. IEA's specific commissioning scope of work is defined in Appendix A.
- These services are compliant with Minnesota Building Code, Minnesota Department of Education (MDE), building design and commissioning guidelines or requirements, and any other state or government agency requirements implemented within the district.
- IEA will utilize state licensed and certified staff, as necessary and/or requested, to implement these services.

Documentation

- For each request for service, IEA will create an electronic, project specific scope of work (SOW) document with an associated fee using the MSA designated rates.
- The individual SOW will be coordinated through an authorized district representative, and work will not begin until authorized by the designated representative and a purchase order is received.
- IEA will generate a unique project number for each district-authorized SOW, which will be included on all project documentation.

2026-2027 Master Services Agreement

LIMITATIONS & ASSUMPTIONS

While some firms maintain ownership of their written management plans, the work IEA does for your district is customized for you and becomes the property of Osseo Area Schools.

Service reports and documentation 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.

IEA will assist the district in compliance with applicable standards and regulations; however, actual compliance remains the responsibility of Osseo Area Schools.

IEA assumes current design documents will be submitted for review and delivery of services, during the design review timeframe.

Any abatement or remediation work shall be performed by a licensed contractor, under a separate contract, outside of this MSA.

Some sampling strategies require destructive sampling of building materials. IEA will strive to prevent excessive damage or unclean conditions; however, patch and repair may be required by others.

It is assumed that IEA's engineering team will be provided with access to all necessary construction documents, plans, and equipment submittals in order to complete the scope of work for commissioning, recommissioning, ventilation assessment, and other engineering consulting projects. It is assumed that IEA will have full access to the construction area to coordinate commissioning site visits and activities with the project schedule, and at any necessary milestone dates. It is assumed that IEA will have full access to the buildings and building automation system to complete the scope of work for each project and execute functional testing.

IEA is not responsible for the construction schedule or the contractor's work.

COMPENSATION

See IEA's Professional Fee Schedule in Appendix B, for fees associated with the services listed above.

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

SCHEDULE

This Master Services Agreement, if approved by Osseo Area Schools, is valid from July 1, 2026, to June 30, 2027.

INSURANCE

IEA will provide IEA's Certificate of Liability Insurance. See Appendix C for insurance documentation.

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.

2026-2027 Master Services Agreement

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this Master Services Agreement for IEA Services. Please sign this authorization to proceed, and e-mail to Annie Shimkus at Annie.shimkus@ieasafety.com. Retain the original for your records.

Regards,



Annie Shimkus
EHS Account Manager
IEA, Inc.



Mary Ferrian, CSP
EHS Division Manager

Please proceed according to the above stated fees, terms, attached General Conditions, and this MSA Proposal #13998 dated May 18, 2026.

Printed Name

Authorized Signature

Date

PO Number (if applicable)

Appendix A

Commissioning Service Scope of Work

Commissioning Service

Scope of Work (SOW)



The primary role of the Commissioning Authority is to review the design-intent and construction documents, observe that construction is performed according to the design documents, develop and coordinate the execution of a testing plan, and document testing results in order to be reasonably assured that the installed systems operate according to design-intent and in accordance with the contract documents. The following is a list of specific tasks for which the Commissioning Authority for this project will be responsible:

Design Development Phase

1. Coordinate and direct the commissioning activities in a logical, sequential, and efficient manner using consistent protocols and forms, centralized documentation and clear and regular communications and consultations with all necessary parties.
2. Create comprehensive Division 01 Commissioning Specifications.
3. Perform a Commissioning Design review at 50% CD's and back check at 100% CD's. Provide written comments to Owner.
4. Ensure that the design objectives and intent are clearly documented. Develop clear functional testing requirements.

Construction Phase

1. Coordinate and direct the commissioning activities in a logical, sequential, and efficient manner using consistent protocols and forms, centralized documentation and clear and regular communications and consultations with all necessary parties.
2. Request and review additional information required to perform inspection tasks, including operations and maintenance (O&M) materials, contractor equipment start-up forms, and check-out procedures.
3. Review contractor submittals applicable to systems being commissioned for compliance with commissioning needs. Systems to be commissioned include installed HVAC systems and associated automation/controls, with 100% of main equipment such as boilers, chillers, air handling units, energy recovery units, etc. being commissioned and 100% of terminal units such as variable air volume (VAV) boxes. Provide submittal review reports to the Owner and project team.
4. Review and comment on the temperature controls submittals (shop drawings) for testability of ventilation equipment, sequences of operation and control devices.
5. Before startup, gather and review the current control sequences and interlocks and work with contractors and design engineers until sufficient clarity has been obtained, in writing, to be able to write detailed testing procedures.
6. Write the equipment sequence of operation verification tests sheets from design engineer approved control shop drawings.
7. Provide commissioning milestone date information to be incorporated into the overall project schedules.
8. Develop and implement equipment specific delivery acceptance checklists, and construction checklists that include start-up test procedures to validate major equipment start-up by contractors. Spot check completed checklists on-site and witness start-up of major equipment.
9. Observe HVAC installation and its compliance with the plans, specifications and ASHRAE Standard 62.1-2022 (Ventilation for Acceptable Indoor Air Quality). Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the system inspection process. Assist in resolving any discrepancies.

Commissioning Service Scope of Work (SOW)



10. Witness and document piping system flush and fill. Document this testing and include documentation in O&M manuals. Notify PM of any deficiencies in results or procedures.
11. Approve pre functional tests by reviewing pre functional checklist reports or by direct site observation.
12. Coordinate, attend and lead Test and Balance kick-off meeting between TAB, temperature controls and mechanical contractors prior to the commencement of preliminary system balancing to establish quality expectations.

Acceptance Phase

1. Perform HVAC system verification and functional testing through the front end DDC controls interface. Testing shall be performed by 2 commissioning staff members. One staff member at the device and one staff member at the front-end during testing. All testing shall include:
 - 100% point to point verification of HVAC component operations
 - 100% verification of system sequences of control
 - 100% sampling of terminal units
 - 100% alarm verification
 - 100% graphic representation accuracy
2. Testing must include point-to-point verification (I/Os, sensor calibrations, alarming setup, etc.). Coordinate re-testing as necessary until satisfactory performance is achieved as determined by the commissioning provider and Owner.
3. Maintain a master deficiency and resolution log and a separate testing record. Provide the PM with written progress reports and test results with recommended actions.
4. Document initial functional testing results for inclusion in the final report.
5. Develop a functional testing deficiency punch list. Perform follow-up contractor correction verification.
6. Perform seasonal HVAC system functional testing thru all four seasons. Perform follow-up contractor correction verification.
7. Validate the test and balance report by randomly checking (with contractor assistance) 10% of the occupied rooms to determine that the air flow supplied to the rooms matches the test and balance report as well as the engineer's design intent and by checking (with contractor assistance) 100% of the ventilation equipment which supplies outdoor air to the occupants to determine that the quantities of outdoor air brought into the building match the test and balance report as well as the engineer's design intent.
8. Validate through witness testing and review of validated Test and Balance Reports, that the specified minimum outdoor air volumes are being provided for all ventilation equipment that introduces outdoor air into the building, throughout the full operational range of the equipment and during all seasonal modes of control. Verification shall occur through a validated test and balance report and equipment sequence of operation verification tests.
9. Review the Test & Balance report for accuracy and spot check report values in the field. Provide comments to the project team.
10. Schedule and manage progress meetings with contractors, engineers, consultants, etc. to verify work is being completed in a timely and effective manner.

One-Year Correction / Warranty Period

1. Coordinate and document Owner training sessions including development of preliminary training session agendas for the contractors, and documentation of the training process (both trainers and attendees).
2. Review the Operations and Maintenance manuals for accuracy and completeness. Provide comments to the Owner and project team.

Commissioning Service Scope of Work (SOW)



3. Review all as-built drawings for accuracy and completeness. Provide comments to the Owner and project team.
4. Provide a final commissioning report, which shall include:
 - An executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods.
 - A report on all equipment installed containing the disposition of the commissioning authority regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - Equipment meeting the equipment specifications,
 - Equipment installation,
 - Functional performance and efficiency,
 - Equipment documentation and design intent, and
 - Operator training. All outstanding non-compliance items shall be specifically listed.
 - Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc. shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
 - The functional performance and efficiency section for each piece of equipment shall include a brief description of the verification method used (e.g., manual testing, BAS trend logs, data loggers, etc.) including observations and conclusions from the testing.
 - Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, communications, etc. Pre-functional checklists and functional tests, along with blanks for the operators, and monitoring data and analysis will be provided in a separate labeled binder.
5. During the warranty period coordinate and supervise required seasonal or deferred testing and deficiency corrections and provide the final testing documentation for the commissioning record and O&M manuals. Two months before warranty expiration date review with facility staff the building operation and condition of outstanding issues related to the original and seasonal commissioning.
6. Attend the 11-month walk-thru sessions for the project as directed by the project team and provide comments to the Owner and project team.
7. Interview facility staff, identify problems or concerns they have with building operations, and make necessary adjustments and/or recommendations for improvements.
8. Assist facility staff with documenting warranty corrections to be completed by the contractors.
9. The commissioning provider shall ensure that all items/issues discovered during commissioning of this project shall be fully remedied and verified or retested by the commissioning provider within the first year after substantial completion.

Appendix B

Professional Fee Schedule

Master Services Agreement Professional Fee Schedule



IEA provides consulting services using the following rate schedule for project activity on a time-and-materials (T&M) 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.

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

Project Management	Rate
▪ Division/Regional Manager	\$148.00
▪ Senior Project/Account Manager	\$131.25
▪ Project/Account Manager	\$127.00
▪ Administrative Support	\$91.25
Professional/Technical Staff	
▪ Senior Certified Industrial Hygienist	\$224.00
▪ Certified Industrial Hygienist	\$181.00
▪ Certified Safety Professional	\$159.00
▪ Sr. Professional Engineer	\$179.00
▪ Senior Mechanical Engineer	\$161.75
▪ Mechanical Engineer II	\$130.00
▪ Mechanical Engineer I	\$117.00
▪ Senior Environmental Technician	\$112.00
▪ Environmental Technician I/II	\$106.25

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.

Commissioning Service Fee Rate Schedule:

Percent (%) Bid Mechanical Costs HVAC Equipment & Installation, Service Hot Water Heating, Controls, TAB	
▪ > \$4 Million	1%
▪ \$1- \$4 Million	1.5%
▪ < \$1 Million	T&M 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	\$36.50 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/Sample	\$190/Sample

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	Short Term (1-99)	Short Term (100 and up)	Continuous Radon Monitor	Long Term
Cost	\$16	\$14	\$250 per sampling event	Call for pricing

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
Personal Air Sampling Pump Calibrators (Check-Mate, DryCal, etc.)	\$30
Personal Air Sampling Pumps	\$55
Photo Ionization Detector (PID)	Call for Pricing

Equipment Use Rates (Per Day)

▪ 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

Appendix C

Insurance

Client#: 2113830 INSTIENV1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 8000 Norman Center Drive Suite 400 Bloomington, MN 55437		CONTACT NAME: Melissa Haag PHONE (A/C No, Ext): 612 509-1001 FAX (A/C, No): 610-537-1954 E-MAIL ADDRESS: Melissa.Haag@usi.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company	NAIC # 39993
INSURED Institute for Environmental Assessment 9201 W. Broadway Ave Suite 600 Brooklyn Park, MN 55445		INSURER B: Secura Insurance Company INSURER C: Accident Fund General Insurance Company INSURER D: INSURER E: INSURER F:	22543 12304

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSUR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Retention: \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	PACEC4295248	01/01/2026	01/01/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		CA3459762	04/15/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB OCCUR CLAIMS-MADE Ded: ☒ RETENTION: \$10,000		EXCC4295249	01/01/2026	01/01/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000	
B			CU3459763	04/15/2026	01/01/2027	Aggregate \$5,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PERSON OR PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in MN) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	AFWCP100080845	01/01/2026	01/01/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional		EXCC4295249	01/01/2026	01/01/2027	\$1,000,000	
B	Employee Theft		CP3459761	04/15/2026	01/01/2027	\$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** EXCESS LIABILITY INFORMATION ****

A EXCC4295249 Eff Date: 01/01/2026 Exp Date: 01/01/2027 Follow Form
 Excess General Liability (Occurrence) & Professional Liability (Claims Made) Retention:
 (See Attached Descriptions)

CERTIFICATE HOLDER Institute for Environmental Assessment 9201 W Broadway Ave Suite 600 Brooklyn Park, MN 55445	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 2
 #S53811421/M53762215

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DESCRIPTIONS (Continued from Page 1)

Excess General Liability (Occurrence) & Professional Liability (Claims Made) Each Occ Limit: \$5,000,000
Excess General Liability (Occurrence) & Professional Liability (Claims Made) Liability Aggregate Limit:
\$5,000,000

B CU3459763 Eff Date: 04/15/2026 Exp Date: 01/01/2027 Follow Form

Umbrella Auto Liability (Occurrence) Retention: \$10,000

Umbrella Auto Liability (Occurrence) Each Occ Limit: \$5,000,000

Umbrella Auto Liability (Occurrence) Aggregate Limit: \$5,000,000

Appendix D

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.