HAYSVILLE SCHOOLS USD 261

USD 261 Service Center

1745 W. Grand
Haysville, KS 67060
Phone: 316-554-2210 • Fax 316-554-2212
bknudson@usd261.com

B.J. Knudson
Executive Director of Operations

TO: Haysville Board of Education

FR: B.J. Knudson, Executive Director of Operations

DA: March 6, 2026

RE: Asbestos Removal at HMS

I am asking for a resolution authorizing Haysville USD 261 to enter into contract with iSi Industrial Services for asbestos removal at Haysville Middle School in the amount of . The bid was sent to all the genie dealers in the area and we received the following results.

iSi Industrial Services	$34,180
ACM	$43,830
American Metropolitan Environments	No Bid
Remediation Contractors	No Bid

iSi Industrial Services

Wichita, Kansas • Atlanta, Georgia • Tulsa, Oklahoma • Phone: (888) 264-7050 • www.ISiIndustrial.com

March 6, 2026

B. J. Knudson
USD 261 Haysville Public Schools
1745 Grand
Haysville, Kansas 67060
Email: bknudson@usd261.com

RE: Removal of Floor Tile and Mastic Containing Asbestos

Dear Mr. Knudson:

iSi Industrial Services (iSi) is pleased to provide the following cost estimate for the remediation of carpet, asbestos-containing floor tile, and black mastic at the Middle School in Haysville, Kansas. Below is a description of the project and the associated fees.

SCOPE OF WORK

iSi will remove and dispose of approximately 12,151 square feet of carpet with asbestos floor tile and black mastic in the following rooms: C9, C11, G8, A8, A10, A12, A14, B19, B21, B23, and the library (Media A9).

Following the project, final PCM clearances will be performed inside the work area.

Work is to be completed no sooner than May 22, 2026, and no later than May 28, 2026.

This scope of work was outlined during a site visit on March 3, 2026, with Mark Haupt and Luis Guzman and in the bid invitation letter dated February 24, 2026. iSi will comply with all OSHA, EPA, and KDHE requirements for the removal of asbestos-containing materials.

INVESTMENT

Service Description	Amount
Labor, Material, and Equipment for Asbestos Removal and Disposal	$30,000.00*
Estimated Cost for Third-Party Air Clearance Sampling	$4,180.00

**Pricing does not include applicable sales tax.*

SPECIAL CONDITIONS

- Please ensure that all ten classrooms and the library are empty for iSi to perform their work.
- This estimate is for a lump sum investment.
- Quote is good for 30 days unless extended.
- Quote does not include applicable sales tax.
- This estimate is based on straight time rates.
- If during removal activities conditions vary from the scope outlined above, all work will cease. The scope will be re-evaluated and a change order submitted if appropriate. Work will resume upon receipt of signed order or written authorization to proceed.

NOTICE TO PROCEED

Please sign and return the attached Professional Services Agreement. Work can be scheduled upon receipt of a signed copy of the Agreement. A copy of the signed agreement will be returned for your records. This proposal is considered valid for a period of 30 days from the date of issue.

INSURANCE

iSi is fully insured to protect the assets of clients. Insurance coverage includes:

- Workers Compensation and Employer's Liability
- Comprehensive General Liability and Property Damage
- Contractor Pollution Liability
- Automotive Public Liability and Property Damage
- Professional Liability

Please note that proposal pricing is based on standard insurance coverage. Increases in limits or additional insured requirements may result in an increase in pricing.

If you have any questions or comments, please do not hesitate to call me at (316) 264-7050, or send an email to lguzman@iSiindustrial.com.

Sincerely,

Luis R. Guzman
Estimator/Planner

Attachment: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Removal of Floor Tile and Mastic Containing Asbestos

This Agreement is entered into this ____ day of _____, 2026 between Integrated Solutions Inc., dba iSi Environmental and dba iSi Industrial Services (iSi), a Kansas corporation, and USD 261 Haysville Public Schools (Client) (iSi and Client are each a "party," and collectively the "parties"). Subject to and in consideration of the mutual promises, conditions, and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **NATURE OF ENGAGEMENT.** Client retains iSi to perform the professional services (the "Services") described in the Proposal attached hereto (the "Proposal"), during the time(s) specified and at such location(s) (the "Site") listed in the Proposal, as the same may be modified from time to time pursuant to this Agreement.

2. **EXCLUSIONS.** Except as expressly stated in the Proposal, as the same may be amended by the written agreement of the parties, the Services do not include and iSi has no obligation to perform Services (a) where such performance would involve materially increased cost or time resulting from a subsurface, hidden, latent, or physical condition at the Site that was not fully disclosed by Client and incorporated in the Proposal or was not known to iSi prior to entering into this Agreement; (b) for restoration of the Site resulting from the Services, including without limitation, from drilling, boring, or taking samples; or (c) involving the transportation, storage, treatment, remediation, or disposal of hazardous substances, pollutants, or contaminants, whether or not directly or indirectly generated from iSi's performance of the Services, or that would cause or deem iSi to be a "generator," "transporter," "owner," or "treater" of hazardous waste or hazardous materials or the "owner" or "operator" of any Site, as such terms are defined under applicable state or federal law. As between Client and iSi, Client warrants that title to all hazardous substances, pollutants, or contaminants originating on or removed from the Site will remain with Client and Client will not challenge its ownership of the same.

3. **CHANGES IN SCOPE OF SERVICES.** Client understands that by reason of the nature of the engagement, changes in the Services may be necessary or appropriate. Client may from time-to-time request changes in the Services, each of which shall be subject to iSi's approval at iSi's discretion. Except as prohibited elsewhere in this Agreement, iSi will be deemed to have accepted a change in the Services on the earliest of (a) iSi's written acceptance or amendment to the Proposal; (b) when iSi or its delegee or subcontractor begins to perform the Services, as modified by the change; or (c) iSi commits resources or engages a subcontractor or incurs costs for the performance of the Services, as modified by the change. Additionally, changes in the Services may be necessary because a condition or event described in Section 3(a). Unless specified in the Proposal or agreed in writing by iSi, iSi will be additionally compensated for the changes in the Services at iSi's then-current standard hourly rates plus out-of-pocket expenses incurred.

4. **STANDARD OF CARE.** Subject to the terms, conditions, and limitations of this Agreement, iSi will use commercially reasonable efforts to perform the Services in accordance with the Proposal, and to the extent not specified in the Proposal, in accordance with the generally accepted and currently recognized practices of its profession for like services in the locality where the Services are performed. Client's acceptance of the Services and/or Deliverables occurs on the earliest of (a) the date when iSi demonstrates to Client that the Service and/or Deliverables conform to the requirements of this Agreement, (b) the date when Client has placed the Services or Deliverables to its beneficial use, or (c) ten (10) days after delivery of the Services or Deliverables and Client has not given iSi notice of the Service's or Deliverable's nonconformance with this Agreement. Upon a timely receipt of notice specifying in detail the nonconformance of the Services and/or Deliverables with the requirements of this Agreement, iSi will investigate the claim, and if iSi reasonably finds the Services or Deliverables to be nonconforming, iSi will re-perform the Services or correct the Deliverables. If iSi is unable to re-perform the Services or correct the Deliverables within a reasonable time, iSi will refund to Client the amount paid to iSi related to the portion of the Services or Deliverables subject to the nonconformity. This section states iSi's sole obligation and Client's exclusive remedy arising out of or related to the any claim with respect to the Services or Deliverables.

5. **CLIENT'S OBLIGATIONS.** Unless expressly stated in the Proposal, the Services do not include and Client will provide the following to iSi and its personnel at Client's cost: (a) those items or services specified in the Proposal as the responsibility of Client; (b) full, free, and safe access and use, including parking, to those portions of the Site as necessary to perform the Services; (c) work space, computer hardware, internet access, and utilities reasonably necessary to perform the Services at the Site; (d) all approvals, permits, and licenses required from governmental authorities necessary to perform the Services; (e) all known, potential, or possible information or data within Client's possession, control, or knowledge concerning health or safety hazards, file data for processes which have occurred and substances that have been a part of such processes, the location of subsurface structures (including for example, pipes, tanks, cables, and utilities), and all environmental investigations or remediation work conducted, in each case on, in, or near the Site; (f) comply and cause Client's employees, agents, visitors, and others to comply with iSi's requirements regarding access to and control of the Site; and (g) full cooperation with iSi and its personnel as necessary to perform or facilitate the Services as requested by iSi. Client represents and warrants that it owns or has sufficient rights and authority to use and grant to iSi and its personnel the right of access and use of the foregoing in the manner contemplated by this Agreement.

6. **DOCUMENTS.** Provided that Client complies with all of its obligations under this Agreement, including without limitation, payment obligations, Client may retain copies of the reports, technical drawings, specifications, plans, project manuals, training materials, and bid and contract documents prepared and delivered by iSi on behalf of Client with respect to the Services (the "Project Documents"), but excluding iSi's internal memoranda, notes, or correspondence relating to the Services. Client may use the Project Documents only in connection with Client's ownership and maintenance of the Site. Without limiting Client's other obligations under this Agreement, Client may not and may not permit any other person to use, disclose, transfer, or rely upon the Project Documents, except as expressly permitted under this Agreement, as approved by iSi in writing at iSi's discretion, or as required by applicable law. Except as expressly provided in this Section 6, iSi reserves all rights in the Project Documents. Client will indemnify, defend, and hold harmless iSi and its officers, directors, employees, and agents from and against any claims, losses, damages, liabilities, or expenses (including without limitation, attorneys' fees) arising out of or related to Client's breach of this Section.

7. **COMPENSATION AND PAYMENT.**

(a) Compensation. Client will pay to iSi the compensation and fees stated in the Proposal, as amended by this Agreement, or if not specified in the Proposal, in accordance with iSi's then-current rates for its personnel who perform the Services. Client agrees that compensation due to iSi shall be paid in accordance with this Agreement, regardless of whether Client makes any use of Services or Deliverables. iSi's compensation is not contingent upon the result of any Services or upon any transaction involving Client or the Site. Unless expressly stated otherwise, any fees stated are only estimates, and the actual fees and expenses may differ.

(b) Expenses. Client will reimburse iSi for those costs and expenses specified in the Proposal and, except as specified in the Proposal, such other costs and expenses incurred by iSi arising out of or in connection with the performance of the Services and providing the Deliverables. Client agrees that iSi may add a surcharge, not to exceed twenty percent (20%), for reimbursable costs and expenses not specified in the Proposal.

(c) Payment. Client will pay iSi for amounts due as specified in the Proposal, or if not specified in the Proposal on a monthly basis or upon completion of the Services (if earlier) upon issuance of iSi's invoice, without deduction or set-off. Payment is due thirty (30) days from the date of the invoice. If payment is not made when due, a late payment fee will be chargeable to Client equal to 1.5% per month (or the highest rate allowed by law, if less) of the amount past due until paid in full. Client will pay iSi's expenses for collection of past due amounts, including without limitation, attorneys' fees, costs, and expenses. In addition, after giving seven days prior written notice to Client, iSi may suspend its Services until iSi has been paid in full or at iSi's election terminate the Services. If the Services are renewed, Client shall reimburse iSi for all its costs directly related to the suspension and startup. iSi's remedies under this section are in addition to any other remedies available to iSi.

(d) Taxes. All amounts due are exclusive of any foreign, state, or local sales, value-added, withholding, or taxes, duties, fees, excises, or tariffs arising out of or related to this Agreement, the Proposal, the Services, or the Deliverables (collectively, "Taxes"). Client is responsible for, and if applicable, will reimburse iSi within thirty (30) days of request for all Taxes and any related interest or penalties, except for taxes imposed on iSi's net income.

8. **DISCLAIMERS AND LIABILITY.**

(a) Disclaimers. THE SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS ONLY, AND ISI MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. ISI DOES NOT WARRANT OR REPRESENT THAT THE DELIVERABLES OR RESULTS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECTS IN THE SERVICES OR DELIVERABLES ARE CORRECTABLE OR WILL BE CORRECTED.

(b) Limitations of Liability. Client agrees that iSi and its affiliates and their respective officers, directors, owners, employees, and agents will not be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, or for any damages whatsoever resulting from loss of use, data, or profits, arising out of or in connection with this Agreement, the Services, or the Deliverables, or for any other reason, regardless of the form of action (whether in contract, tort, negligence, gross negligence, willful act, strict liability, or otherwise), and whether or not iSi has been advised of the possibility of such damages. In no case will iSi's total liability to Client exceed the amount actually paid by Client to iSi related to the Services or Deliverables subject to the claim.

(c) Limited Action. Client may not commence an action against iSi or its affiliates or their respective officers, directors, owners, employees, or agents more than one (1) year after the cause of action accrues.

9. **TERMINATION.**

(a) By Client. Client may terminate iSi's Services upon written notice to iSi in the event iSi breaches its obligation under this Agreement and fails to cure such breach within a reasonable time after receipt of such notice.

(b) By iSi. iSi may immediately terminate this Agreement (i) seven (7) days after notice to Client of nonpayment of any amounts then due and owing; (ii) upon Client's dissolution, winding-up, insolvency, or inability to pay its debts as they become due, or institution of bankruptcy or insolvency proceedings by or against Client, or the appointment of a trustee or receiver of Client's properties or business; or (iii) upon any other breach of this Agreement by Client that is not cured by Client within a reasonable time (not to exceed thirty (30) days) after notice by iSi. These are in addition to any other rights of termination or suspension stated in this Agreement.

(c) Actions on Termination. Upon termination of this Agreement for any reason, (i) Client will immediately pay to iSi the total fees for all Services rendered and costs incurred to the date of termination, plus all costs iSi incurs as a result of the termination, (ii) all licenses granted under this Agreement will immediately cease, and (iii) each party will perform such other obligations specified in this Agreement on or after termination.

(d) Survival. Each party's obligations under Sections 7, 8, 9, 11, and 14 will survive the expiration or termination of this Agreement.

10. **INSURANCE.** During the term of this Agreement, iSi will maintain, at its sole expense, the following insurance policies:

(a) Worker's Compensation as required by law in the state(s) of the Site and Employer's Liability with limits of $1,000,000/$1,000,000/$1,000,000;

(b) Commercial General Liability with a limit of $1,000,000 each occurrence for Bodily Injury and Property Damage and including Broad Form Property Damage, and Contractual Liability;

(c) Business Automobile Liability including hired, rented, owned and non-owned automobiles with combined single limit each occurrence of $1,000,000 for Bodily Injury and Property Damage;

(d) Professional Liability Policy for Environmental Consultants (Errors and Omissions) with a limit of $1,000,000/Claim.

Certificates for such insurance will be provided at Client's request.

11. **COVENANTS.**

(a) Confidential Information. Confidential Information shall mean (i) in the case of Client, all information disclosed to iSi which relates to Client's past, present, and future research, development, and/or business activities; and (ii) in the case of iSi, the terms and conditions of this Agreement, the Deliverables, the Project Documents, and iSi's business methods. Each party will hold the Confidential Information of the other party in trust and confidence, and will not disclose the Confidential Information of the other party to any person, firm, or corporation, or use for its own business or benefit, except as necessary to perform an obligation under this Agreement. These obligations of confidentiality, non-disclosure, and non-use shall continue in full force and effect for ten (10) years after expiration or termination of this Agreement. Upon termination or expiration of this Agreement, each party, upon written request, will return to the other party all of the other party's Confidential Information within its possession or control, or at the other party's election, destroy the same, provided however that iSi may retain such Confidential Information as is reasonably necessary to comply with statutory and regulatory requirements applicable to iSi, including auditing standards, and Client may retain a copy of the Project Documents for use as licensed under Section 6. The obligations of this section do not apply to the extent that any Confidential Information (a) becomes generally available to the public other than as a result of the wrongful act of the receiving party; (b) was available to a party on a non-confidential basis prior to the disclosure to the party; (c) becomes available to a party on a non-confidential basis from a source other than the other party, provided that such source is not prohibited from transmitting the information to the party by any contractual, legal, or fiduciary obligation; or (d) is required to be disclosed by a court or governmental agency, provided that the party gives the other party prompt notice of such order and the opportunity to intervene, if allowed by law.

(b) Non-solicitation. Client understands that iSi's employees are assigned to render temporary service and are not assigned to become employed by Client. Client acknowledges that considerable expense has been incurred by iSi to recruit, train, and maintain its personnel. Accordingly, Client will not, during the term of this Agreement and for one year following termination or expiration, solicit or hire nor interfere with the employment relationship of any person who was an employee of iSi at any time during the term of this Agreement. In the event of such employment, Client agrees to compensate iSi the greater of $25,000 or three months of compensation rate of such personnel.

12. **INDEPENDENT CONTRACTORS.** The parties acknowledge that Client and iSi are independent contractors, and that nothing herein shall be construed to establish any partnership, joint venture, fiduciary, principal/agent or any other relationship between the parties.

13. **NOTICES.** All notices provided for by this Agreement shall be made in writing either by actual delivery of the notice or by the mailing of the notice through the United States mail, certified mail, return receipt requested, to the address of the party listed in this Agreement (or such other address specified by the party upon not less than 30 days' prior written notice to the other party). Any notice delivered shall be deemed to be received on the date of its actual receipt by the party entitled thereto and any notice mailed pursuant to this paragraph shall be deemed received on the third day after the date of its mailing.

14. **MISCELLANEOUS.**

(a) Force Majeure. Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond the reasonable control of such party. Such causes include, without limitation, fire, explosion, earthquake, flood or other weather, unavailability of necessary utilities or materials, strike, lockout, other labor difficulties, war, act of terrorism, riot, act of God, law, regulation, or order of government or other public authorities, failure of suppliers, or failure of the other party to perform an obligation hereunder.

(b) Choice of Law and Venue. This Agreement shall be deemed entered into in Sedgwick County, Kansas, and shall be governed by the laws of the State of Kansas. Any litigation between the parties arising out of or related to this Agreement shall be conducted exclusively in a court sitting Sedgwick County, Kansas. Neither party shall assert that another jurisdiction is a more convenient forum in which to litigate.

(c) Binding Obligation. This Agreement shall be binding upon and inure to benefit of the parties and their respective successors; provided, however, neither party shall assign this Agreement, in whole or in part, without prior written consent of the other. Except as expressly stated in this Agreement, no third party will be a beneficiary of the parties' obligations under this Agreement. iSi may delegate or subcontract the Services, in whole or in part, provided, however that iSi will remain responsible for the performance of its delegees and subcontractors.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is unenforceable or invalid under applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Agreement shall continue to be binding in full force and effect.

(e) Integration and Amendments. This Agreement represents the entire understanding of the parties, and each party acknowledges there are no other warranties, representations, covenants, or understandings of any kind other than those expressly contained in this Agreement. No prior or contemporaneous proposals, statements, Client purchase orders, course of dealing, or usage in trade will be part of this Agreement, all of which the parties expressly reject. Except as expressly stated herein, this Agreement may only be amended by a written instrument executed by duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Integrated Solutions, Inc.

By: _____
Name: _____
Title: _____

Address:
Integrated Solutions, Inc.
Attn: _____
215 S. Laura
Wichita, KS 67211

USD 261 Haysville Public Schools

By: _____
Name: _____
Title: _____

Address:
USD Haysville Public Schools
Attn: _____
1745 Grand
Haysville, KS 67060

ACM Removal, LLC
8610 E 34th Street N, Ste. 2
Wichita KS 67226
www.acm-removal.com

ACM REMOVAL, LLC
ASBESTOS & MOLD PROFESSIONALS

Phone: 316-684-1800
Fax: 316-684-2500
jobs@acm-removal.com

February 23, 2026

ACM Proposal 26-035

Attn: Mr. B.J. Knudson
USD 261 Haysville
1745 W Grand Ave.
Haysville, KS 67060

316-796-3423
bknudson@usd261.com

RE: Proposal and Agreement, Asbestos Remediation Project
Remove Carpet and Asbestos-Containing Flooring from the Middle School

Dear B.J.,

We appreciate you contacting us about this job and hiring us before. We are excited about the prospect of working together again and are pleased you are satisfied with our work. We are a veteran-owned and operated company that has done a lot of work in schools and we've completed several dozen similar projects, so we're confident we'll perform well for you on this job. Our team includes several of the state's most experienced remediation workers, which helps us complete jobs safely and on schedule, earning us the area's top customer ratings. If you'd like to speak with other school maintenance leaders, we could put you in touch with them to ask about our performance in their districts.

We propose to furnish all labor, materials, insurance, permits, and incidentals to complete this project in compliance with EPA, OSHA, and KDHE regulations.

Bid: Our fee for this project, subject to the terms below, is:

Forty-Three Thousand, Eight Hundred and Thirty Dollars ——————— $43,830

Work Scope: We will remove and dispose of ~12,000 SF of carpet and asbestos-containing floor tile and mastic from ten classrooms, the library, and the rooms next to the library during normal working hours in the first several weeks of your summer break this year.

Schedule/Timing: We are free to do this work starting near the beginning of your summer break and expect it will take 3-4 weeks.

Key Terms & Bid Qualifications:

a. We will invoice upon project completion. Per KS law, payment is due within 30 days of invoicing.
b. Our proposal assumes that idemnification is limited to fault or negligence and capped at the greater of the contract fee or the proceeds from our insurance for the indemnifiable event; that our workers are not subject to Davis-Bacon wage rates; and that we are not required to obtain bonding.
c. This proposal assumes that others remove all classroom furniture, equipment/decorations, supplies, and any trim you want to save out of the work areas prior to our arrival; that others will vacate the work areas throughout the project; and that we can access the work areas from 7am to 5:30pm on Mondays through Saturdays.
d. The Asbestos Hazard Emergency Response Act (AHERA) does not require the District to obtain third party air sampling for this project because we are removing non-friable materials. If you would like third party sampling/testing, we cannot pay or coordinate it. If not, we will take air samples from each room when we finish removal activities.

e. We will remove and dispose of the asbestos-containing materials, but are not responsible for applying degreaser or other floor preparation activities, or for removing residual colorization from the mastic.
f. Some paint may peel off where we use tape to erect plastic barriers. We seek to minimize this by using a layer of painter's tape, but paint that is not well adhered will sometimes peel off. We are not responsible for touch-ups if this occurs despite our precautions.
g. The mastic remover solvent that we use has a petroleum smell that will linger for a few days after we finish working. If you'd prefer that we use a slightly more costly low-odor mastic remover, please let us know.

Exclusions: We are not responsible for removing any other asbestos-containing materials or for removing furniture, classroom supplies, or other items from the rooms.

If you have questions or need anything else, please let us know. We appreciate the opportunity to be of service and the chance to work again with the District.

Yours truly,
ACM REMOVAL, LLC

John Fox

If you accept this proposal and wish to contract us to perform this work, please complete this section and return this form to us.

Signature: _____ Dated: _____

Name / Title: _____

Phone No: ( )

Email Address for Invoices _____