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October 8, 2026

Dr. Matt Rich
Superintendent
Winfield School District 34
0S150 Winfield Road
Winfield, IL 60190

Re: Proposal for Asbestos Consulting Services
Winfield Primary School
0S150 Winfield Road
Winfield, IL 60190
ATI Proposal No. 348621R0

Dear Dr. Rich:

Thank you for giving us the opportunity to propose our services to you. Architectural Testing, Inc. (ATI), an Intertek company, is submitting this proposal for performance of Asbestos Consulting Services for the referenced project. Presented below is a review of furnished project information, along with our proposed scope of services, schedule and fee information.

PROJECT UNDERSTANDING

Intertek understands that Winfield Primary School is located at 0S150 Winfield Road, in Winfield, Illinois. Intertek understands that the building will undergo renovations in currently non utilized parts of the school to convert into a new early childhood learning center.

Therefore, prior to performance of the renovation project, asbestos-containing materials must be identified and abated in accordance with applicable Federal, State and Local regulations, including the Asbestos Hazard Emergency Response Act (AHERA), and the Illinois Department of Public Health (IDPH).

SCOPE OF SERVICES

1. Pre-design Investigation/ Abatement Design Drawing

A. Conduct an asbestos survey and a site walk-through of the area in order to determine the scope of work.

2. Project Specifications Development

B. Prepare project specifications consisting of details and drawings to set forth the scope of the asbestos removal work in accordance with, Illinois Department of Public Health (IDPH), and Federal (OSHA/NESHAPS/AHERA) regulations.

C. Prepare the necessary bidding information and bid forms.

D. Provide copies of construction documents to Client for review and comment.

E. Upon completion of comment period, issue final documents for bidding.

3. Project Administration

A. Assist the Client in pre-qualifying contractors to perform the work.

B. Schedule and conduct a Pre-Bid meeting at the site. Issue specifications to contractors.

C. Represent the Client in obtaining and evaluating bids.

D. Provide a recommendation for award and a tabulation of the bids received.

E. Assist the Client in the preparation of the agreement between the client and the successful asbestos abatement contractor.

4. Asbestos Abatement Observation and Monitoring

A. Monitor the asbestos abatement contractor's performance during the asbestos removal project including containment inspection and review of worker documentation provided to Intertek.

B. Compile a daily log of activities.

C. Conduct air monitoring by NIOSH 7400 method prior to and during asbestos abatement in accordance with IDPH guidelines. Intertek will provide all necessary pumps, microscopes, filters and supplies.

D. Perform on-site phase contrast microscopy (PCM) analysis of airborne samples taken by qualified personnel participating in AIHA's Asbestos Analyst Registry (AAR) program.

E. Conduct visual inspection and final clearance air monitoring using PCM or the TEM method, depending on quantities in accordance with IDPH and AHERA to certify abatement work areas for re-occupancy. TEM method for final clearance to be used when amount of ACM removed is greater than 160 square feet and/or 260 lineal feet.

F. Conduct a final walkthrough of each abatement area after clearance is obtained and develop a punch list if necessary. Compile final asbestos abatement report including notices, equipment certification, drawings, documentation of licensing and closeout submittals for submission to the Illinois Department of Public Health (IDPH)

FEES

The work will be performed pursuant to the General Conditions attached herewith and incorporated into this proposal.

PROPOSED SERVICES

Pre-design Investigation (included PLM samples and final report)	$4,500.00
Project Specification/Drawings/Bid-Walk Through/Project Administration	$4,000.00
Asbestos Abatement Oversight and Monitoring (fee schedule):	
IDPH Asbestos Professional – Regular Time	$700/Regular Time Shift
IDPH Asbestos Professional – Overtime	$850/Overtime Shift
TEM Final Clearance Samples (Estimate 10 samples, $150/sample, 24 hr. TAT)	$ 1,500.00

Final Abatement Report	$ 1,000.00

Notes:

1. *Fee is firm for 30 days and does not include any applicable sales taxes.*
2. *The services are subject to the attached Intertek terms and conditions.*
3. *Overtime rates will be applicable for services performed in excess of 8 hours per day Monday through Friday and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the standard rate as listed.*
4. *A minimum charge of 4 hours applies to field-testing and observation services.*
5. *Transportation charges will be invoiced portal to portal at $1.00 per mile.*
6. *Services and fees not listed on this schedule may be quoted on request.*
7. *Fees to be billed in monthly installments proportionate to services provided during that period.*

AUTHORIZATION

If this proposal is acceptable to you, Intertek will perform the work in accordance with the attached previously agreed to Terms and General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of proposal authorization. We look forward to working with you on this and future projects.

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be eliminated.

However, Intertek offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. Intertek is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, Intertek will submit a proposal for these additional services under a separate cover for your review and authorization.

Respectfully submitted,
INTERTEK



Kara Sachs
Project Manager



Jeff Chapman
Department Manager/ Principal Consultant

ACCEPTANCE of Intertek Proposal No. 348621R0

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

Authorized By (please print)	Signature
Title	Firm
Address	
City / State / Zip Code / Telephone	
Date	Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm	Attention
Address	Title
City / State / Zip Code / Telephone	
Authorizing Party's Relationship to Invoice Payment Party	

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

Firm	Attention
Address	Title
City / State / Zip Code / Telephone	
Authorizing Party's Relationship to Invoice Approval Party	

General Conditions

1. **PARTIES AND SCOPE OF WORK**: Architectural Testing Inc. ("ATI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by ATI as set forth in ATI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ATI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of ATI's work. ATI shall have no duty or obligation to any third party greater than that set forth in ATI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from ATI, or the reliance on any of ATI's work, shall constitute acceptance of the terms of ATI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. **TESTS AND INSPECTIONS**: Client shall cause all tests and inspections of the site, materials and work performed by ATI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ATI's recommendations. No claims for loss, damage or injury shall be brought against ATI by Client or any third party unless all tests and inspections have been so performed and unless ATI's recommendations have been followed. Client agrees to indemnify, defend and hold ATI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ATI's recommendations are not so followed.

3. **PREVAILING WAGES**: This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to ATI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless ATI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.

4. **SCHEDULING OF WORK**: The services set forth in ATI's proposal and Client's acceptance will be accomplished by ATI personnel at the prices quoted. If ATI is required to delay commencement of the work or if, upon embarking upon its work, ATI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ATI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE**: Client will arrange and provide such access to the site and work as is necessary for ATI to perform the work. ATI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.

6. **CLIENT'S DUTY TO NOTIFY ENGINEER**: Client warrants that it has advised ATI of any known or suspected hazardous materials, utility lines and pollutants at any site at which ATI is to do work, and unless ATI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save ATI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ATI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to ATI by Client.

7. **RESPONSIBILITY**: ATI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ATI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ATI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against ATI and for ATI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. ATI has no right or duty to stop the contractor's work.

8. **SAMPLE DISPOSAL**: Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of ATI's report.

9. **PAYMENT**: The quantities and fees provided in this proposal are ATI's estimate based on information provided by Client and ATI's experience on similar projects. The actual total amount due to ATI shall be based on the actual final quantities provided by ATI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and ATI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ATI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ATI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein ATI waives any rights to a mechanics' lien, or any provision conditioning ATI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that ATI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ATI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

10. **ALLOCATION OF RISK**: CLIENT AGREES THAT ATI'S SERVICES WILL NOT SUBJECT ATI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLYAGAINST ATI.

    SHOULD ATI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAYRELIED UPON ATI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ATI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO

    $25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO ATI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT ATI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF ATI'S LIABILITY TO $250,000.00 OR THE AMOUNT OF ATI'S FEE PAID TO ATI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY ATI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR ATI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY ATI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

    NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL

LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST ATI, ARISING FROM OR RELATED TO ATI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF ATI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY**: Subject to the above limitations, ATI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of ATI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against ATI, the Client and the party initiating such action shall pay to ATI the costs and expenses incurred by ATI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ATI shall prevail in such suit.

12. **TERMINATION**: This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, ATI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

13. **EMPLOYEES/WITNESS FEES**: ATI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ATI's legal expenses, administrative costs and fees pursuant to ATI's then current fee schedule for ATI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any ATI employee or person who has been employed by ATI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of ATI, and shall pay ATI an amount equal to one- half of the employee's annualized salary, without ATI waiving other remedies it may have.

14. **FIDUCIARY**: ATI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between ATI and any other party.

15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without ATI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify ATI for any breach of this clause.

16. **CHOICE OF LAW AND EXCLUSIVE VENUE**: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.

17. **PROVISIONS SEVERABLE**: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

18. **ENTIRE AGREEMENT**: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.