



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
Phone 630.462.2600

July 21, 2022

Mr. Josh Aurand, Chief School Business Official
Harlem School District #122
Business Services Department
8605 North 2nd Street
Machesney Park, IL 61115

RE: P.N. 69,337 - Revised
Geotechnical Exploration and
Environmental Analysis for LPC-662/663
Harlem High School CTE Addition and Rock Cut Elementary School Addition
1 Huskie Circle, Machesney Park, Illinois and
7944 Forest Hills Road, Loves Park, Illinois

Dear Mr. Aurand:

Testing Service Corporation (TSC) is pleased to submit this revised proposal to provide Geotechnical Engineering Services for the above captioned project. It is in response to an email dated July 14, 2022 and a Request for Proposal (RFP), dated July 12, 2022, from Ms. Carla Gupta, Production Architect, of DLA Architects, Ltd. The objectives of the Geotechnical Study are to explore soil and groundwater conditions and provide recommendations for foundation, floor slab and pavement design in connection with the proposed Harlem High School CTE Addition and the Rock Cut Elementary School Addition.

An alternate is also included for Environmental Analysis in connection with IEPA LPC-662/663 forms.

According to the above-referenced RFP, the proposed Harlem High School Addition at 1 Huskie Circle in Machesney Park, Illinois will be approximately 27,000 square feet (sf) in size and will be located on the east side of the existing high school. It will be a 1½ story building addition with a combination of exterior and interior load bearing walls and a steel framework with concrete foundations and spread footings. It will be of slab-on-grade design with finished floor approximately 2 feet above the existing floor slab. New parking lots are planned on the north and south sides of the addition.

The proposed building addition at Rock Cut Elementary School at 7944 Forest Hills Road in Loves Park, Illinois will be 5,800 sf in size. It will also be a 1½ story addition with a combination of exterior and interior load bearing walls and a steel framework with concrete foundations and spread footings. It will be of slab-on-grade design and match the existing floor slab elevation. As of the date of the RFP, it is understood that the location of the proposed building has not been finalized.

Boring Program:

You have requested that a total of fourteen (14) soil borings be drilled for the two (2) building additions for this project as part of our Geotechnical Exploration, as indicated on the attached Boring Location Plan for Harlem High School Addition. The locations for the borings for the Rock Cut Elementary School Addition are to be determined at a later date. Ten (10) of the borings are to be drilled for the Harlem High School CTE Addition and parking lots, with seven (7) of the borings extended to a depth of 20 feet, each, below existing grade or until drilling refusal is encountered in dense or hard soil/material, while the remaining three (3) borings are to be extended to a depth of 10 feet each. Total drilling footage on this basis is estimated to be about 170 lineal feet for the Harlem High School CTE Addition.



According to the RFP, the four (4) borings for the Rock Cut Elementary School Addition are to be drilled to a depth of 20 feet, each, below existing grade. Total drilling footage on this basis is estimated to be about 80 lineal feet for the Rock Cut Elementary School Addition

For the purposes of this proposal we have assumed that the boring locations will be accessible to a conventional truck or ATV mounted drill. In this regard, they should not be located in standing water, within wooded areas or on steeply sloping ground. No provisions have been made for tree/brush clearing or other obstruction removal should borehole access be impeded. Landscape restoration (if required) is also not included in the project budget.

TSC will utilize personnel who are trained in layout procedures to stake the borings in the field. Utility clearance for the borings will be obtained by contacting JULIE (Joint Utility Locating Information for Excavators). Private underground utility lines will have to be marked by the property owner or their agents; a private locator can be hired for an added cost if necessary.

Soil samples will primarily be obtained by split-spoon methods, with thin-walled tubes also taken if conditions dictate. Sampling will be performed at 2½-foot intervals for at least the first 15 feet (and greater if fill or unsuitable soil types extend below that depth as well as in cut or detention areas), to otherwise not exceed 5-foot intervals. A representative portion of the split-spoon samples will be placed in a glass jar with screw-type lid for transportation to our laboratory, along with select dual samples for analytical testing (if required). Groundwater observations will also be made during and following completion of drilling operations, with the boreholes to be backfilled immediately and any in pavement areas also patched at the surface.

In accordance with the International Building Code (IBC), the Site Class for seismic design is to be based on average soil properties in the top 100 feet. Where IBC 2006 or later has been enacted, Site Class D shall be used unless site specific soils information is available. To determine whether Site Class C is a possibility, it would be necessary to extend at least one (1) of the borings to 100' in depth (or rock if encountered shallower), or alternatively to measure soil shear wave velocity using the SeisOpt ReMi method. The added cost for SeisOpt ReMi testing is given in our Cost Estimate as an alternate.

Laboratory Testing:

Samples obtained from the borings will be examined by experienced laboratory personnel in order to verify field descriptions as well as to visually classify in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by direct or indirect methods, as appropriate. Other tests deemed to be necessary by TSC's Project Engineer may also be recommended for your approval.

Engineering Report(s):

A geotechnical engineering report will be prepared for each building addition upon completion of field and laboratory testing, to include typed boring logs and location plan(s). The report(s) will provide a summary of soil and groundwater conditions as well as address their impact on the proposed site development. They will also provide recommendations to guide design and specification preparation pertaining to geotechnical issues relevant to the structure(s) or purpose described in this proposal. These may include the following as applicable:



- General earthwork and construction considerations.
- Remedial work and/or treatment of unstable or unsuitable soil types.
- Fill placement and compaction requirements.
- Foundation type, capacity and depth/elevation.
- Anticipation and management of groundwater.

POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION & ENVIRONMENTAL SOIL ANALYSIS FOR IEPA LPC-662 OR LPC-663 FORM:

Testing Service Corporation (TSC) will perform a “Potentially Impacted Property” (PIP) evaluation for completion of the LPC-662 Form and, if necessary, provide sampling and laboratory analyses for completion of the LPC-663 Form for each of the two properties.

Uncontaminated soil including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a “Potentially Impacted Property” (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

STEP ONE: Potentially Impacted Property (PIP) Evaluation

TSC will evaluate current Federal and State environmental agency records for the site by obtaining a First Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources from the project site as well as nearby properties which may cause it to be considered a PIP. TSC will also perform a site reconnaissance to evaluate it and the surrounding area for evidence of the use or release of hazardous substances or petroleum products. Soil samples collected from the borings will be analyzed for pH.

Based on the results of this review, the TSC Professional Geologist will conclude if the source site is a PIP. If the source site is not identified as a PIP and pH analysis meet IEPA requirements, TSC will prepare a letter discussing the reviewed information and recommend that the Owner or Operator sign the LPC-662 Form certifying that the site is not a PIP and the soil is presumed to be uncontaminated. This form is acceptable at most of the Uncontaminated Soil Fill Operation (USFO/CCDD) facilities.

STEP TWO: LPC-663 Analytical Testing (if required)

In the event that the source site (or portions thereof) is identified as a PIP, the owner is unwilling to sign the LPC-662 form or the prospective USFO/CCDD facility selected for disposal of the soil requires analysis for acceptance of it, TSC will perform additional soil analysis for completion of the LPC-663 form at additional costs outlined in this proposal. Soil samples are to be collected from zones to be excavated as part of the proposed site improvements. Immediately upon removing the



soil from the sampler, a representative portion will be placed in a clean glass sample jar and kept cool for possible analytical testing. A second portion will be broken up to maximize surface area and placed in a separate clean jar which is covered with an aluminum foil liner. A headspace analysis will be performed on the second samples, i.e. a photo-ionization detector (PID) used to check for the presence of volatile organic vapors.

The number of samples analyzed and the parameters of the analytical testing will be based upon the Potentially Impacted Property evaluation. For proposal purposes, it is assumed that four (4) samples will be analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), total RCRA Metals and pH. If additional samples or analytical parameters are appropriate in the judgement of the PE/PG based on the records review, site reconnaissance or PID screening, additional samples will be collected at that time with the costs of analysis to be discussed with the client prior to analysis. Selected samples will be placed in laboratory supplied jars or vials and properly preserved in a cooler on ice. They will be shipped to an analytical laboratory following standard chain-of-custody procedures.

The list of analytical parameters noted are acceptable at the majority of local USFO/CCDD facilities although analysis of additional parameters may be required by some of them. If possible, we recommend that the USFO/CCDD facility destination to be used for a particular project be contacted to verify that the analytical parameters proposed will be sufficient. Additional cost for analysis of the full MAC list is listed as an optional item in the Cost Estimate.

The analytical results will be compared to Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100.Subpart F.

It should be noted that if one or more total metals concentrations exceed their respective MAC, addition analysis of the TCLP or SPLP extract may be performed for those metals. In accordance with 35IAC1100.610(b)(3)(C) and as an alternative to the MAC value, compliance verification may be determined by comparing soil sample extraction results by TCLP or SPLP to the respective TACO Class 1 Soil Component of the Groundwater Ingestion Exposure Route Objective in 35IAC742 Appendix B, Table A. TSC will perform this additional analysis if all other parameters with the exception of the metal(s) meet the MACs.

A summary report will be prepared which describes the sampling procedures and results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The LPC-663 Form will be included as an attachment to the summary report.

Please note that our signing of Form LPC-663 is contingent upon all constituents meeting their respective MACs. If any constituent exceeds the MACs, the Licensed Professional Engineer or Geologist will not be able to certify the soil as uncontaminated. In that event, additional analysis may be required in connection with disposal at a Subtitle D landfill, at additional cost for consulting, analytical testing and completion of the waste profile.

Fees and Scope:

In accordance with the first Cost Estimate attached, TSC is proposing a budget amount of Ten Thousand Nine Hundred and Fifty Dollars (\$10,950.00) to provide the Geotechnical Exploration



outlined above for the Harlem High School CTE Addition. In accordance with the second Cost Estimate attached, TSC is proposing a budget amount of Five Thousand Five Hundred and Fifty Dollars (\$5,550.00) to provide the Geotechnical Exploration outlined above for the Rock Cut Elementary School Addition. These estimates are based on the understanding that the boring locations are accessible to conventional drilling equipment and the work can be performed during standard weekday business hours. It is understood that you would like the field work completed prior to the start of school on August 17, 2022. Our fees are further subject to this proposal being accepted by you as soon as possible/practical in order for TSC to complete our field work as requested.

For each property, the PIP evaluation with pH analysis for completion of the LPC-662 Form would be One Thousand Six Hundred and Fifty Dollars (\$1,650.00). If the PIP evaluation indicates the need for analytical testing, this additional analysis and completion of the associated LPC-663 Form would add an estimated One Thousand Seven Hundred Dollars (\$ 1,700.00) per property. This results in a total environmental budget amount for both building addition sites of up to Six Thousand Seven Hundred Dollars (\$ 6,700.00) per the third Cost Estimate attached.

Should the study reveal unexpected subsurface conditions requiring a change in the scope of work, you will be contacted before we proceed with any additional work. Our invoice would then be based on our standard unit rates given in the attached Cost Estimates or as otherwise agreed upon. While our quoted fee does not include earthwork, excavation, and/or footing observations during the construction phase, the project budget should include a provision for these services. Plan review, preconstruction meetings and/or other consulting and professional services that are provided subsequent to the delivery of TSC's report would be covered by separate invoice.

Closure:

The geotechnical engineering and environmental services being performed are subject to TSC's attached General Conditions. TSC charges include all state and federal taxes that may be required. However, unless stated otherwise they do not include license, permit or bond fees that local governments may impose, if any to potentially be added to our invoice. The invoice(s) will be sent to the following unless written instructions to the contrary are received:

Mr. Josh Aurand, Chief School Business Official
Harlem School District #122
8605 North 2nd Street
Machesney Park, IL 61115
Tel: (815)-654-4500
Email: josh.aurand@harlem122.org

If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Rockford, Illinois office. It would be helpful if you could also complete the attached Project Data form indicating who is to receive copies of TSC's report and other related information.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.



Respectfully submitted,

TESTING SERVICE CORPORATION

Jeffrey L. Martin, P.E.
Branch Manager

- Enc: Cost Estimates (3)
- General Conditions (2)
- Project Data Sheet
- Harlem High School Addition Aerial Site Plan
- Harlem High School Addition Boring Location Plan

cc: Ms. Tracy Biederstadt and Ms. Carla Gupta
DLA Architects, Ltd
Via email: t.biederstadt@dla-ltd.com and c.gupta@dla-ltd.com

PLEASE CHECK IF DESIRED

Potentially Impacted Property Evaluation (PIP) AND LPC-662/663 ANALYSIS

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)



COST ESTIMATE
 Harlem High School CTE Addition
 1 Huskie Circle
 Machesney Park, Illinois

ITEM	UNIT	QTY	RATE	COST	
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Hour	4.0	110.00	\$ 440.00
1.2	Utility Locator to Mark Private Underground Lines incl. Inside Existing Buildings	Cost + 10%		Est. 850.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	7,250.00	\$ 7,250.00
LABORATORY TESTING					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	61	4.00	\$ 244.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	52	8.00	\$ 416.00
3.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	9	16.00	\$ 144.00
3.4	Dry Unit Weight Determination	Each	7	8.00	\$ 56.00
SEISOPT REMI TESTING					
4.1	Measure Average Soil Shear Wave Velocity to 100' in Depth by SeisOpt ReMi Method (Used to Determine IBC Site Class for Seismic Design)	Each	1	1,100.00	\$ 1,100.00
ENGINEERING SERVICES					
5.1	Prepare Geotechnical Report with Typed Boring Logs and Location Plan	Lump Sum	1	1,300.00	\$ 1,300.00
5.2	Senior Geotechnical Engineer to Consult or Attend Project Meetings	Hour		200.00	\$ 0.00
ESTIMATED TOTAL					\$ 10,950.00
RECOMMENDED BUDGET					\$ 10,950.00



COST ESTIMATE
 Rock Cut Elementary School Addition
 7944 Forest Hills Road
 Loves Park, Illinois

ITEM		UNIT	QTY	RATE	COST
STAKING AND UTILITY CLEARANCE					
1.1	Layout Person to Mark Boring Locations, Obtain Surface Elevations and Arrange for Clearance of Underground Utilities	Hour	2.0	110.00	\$ 220.00
1.2	Utility Locator to Mark Private Underground Lines incl. Inside Existing Buildings	Cost + 10%		Est. 850.00	\$ 0.00
DRILLING AND SAMPLING					
2.1	Drill Mounted on Truck or ATV with Two-Person Crew (Portal-to-Portal)	Lump Sum	1	3,300.00	\$ 3,300.00
LABORATORY TESTING					
3.1	Examine Samples to Describe by Textural System and Classify Using the Unified Soil Classification System	Each	28	4.00	\$ 112.00
3.2	Water Content Determination (Includes Pocket Penetrometer Reading on Cohesive Samples)	Each	24	8.00	\$ 192.00
3.3	Unconfined Compressive Strength of Cohesive Soils (or Torvane Shear Strength Measurement)	Each	5	16.00	\$ 80.00
3.4	Dry Unit Weight Determination	Each	5	8.00	\$ 40.00
SEISOPT REMI TESTING					
4.1	Measure Average Soil Shear Wave Velocity to 100' in Depth by SeisOpt ReMi Method (Used to Determine IBC Site Class for Seismic Design)	Each	1	750.00	\$ 750.00
ENGINEERING SERVICES					
5.1	Prepare Geotechnical Report with Typed Boring Logs and Location Plan	Lump Sum	1	850.00	\$ 850.00
5.2	Senior Geotechnical Engineer to Consult or Attend Project Meetings	Hour		200.00	\$ 0.00
ESTIMATED TOTAL					\$ 5,544.00
RECOMMENDED BUDGET					\$ 5,550.00



COST ESTIMATE
PIP EVALUATION FOR LPC-662 AND LPC-663 ANALYSIS
 Harlem High School CTE Addition and Rock Cut Elementary School Addition

ITEM	UNITS	QTY	RATE	COST	
STEP 1: RECORDS REVIEW, SITE RECONNAISSANCE & PH ANALYSIS FOR PIP EVALUATION					
1.1	PIP Evaluation, Select Samples for Analysis & Completion of LPC-662 Form for Owners Signature if Site is not Identified as a PIP.	Lump Sum	2	1,500.00	\$ 3,000.00
1.2	Environmental Personnel to Screen Samples with PID	Hour	2	150.00	\$ 300.00
STEP 2: IF A PIP IS IDENTIFIED, BELOW ARE ADDITIONAL COSTS FOR LPC-663 ANALYSIS					
ANALYTICAL TESTING FOR LPC-663 FORM					
2.1	VOCs, PNAs, RCRA Metals & pH @ Standard 5 to 7 Business Day Turnaround (Analysis Dependent on Contaminants of Concern Identified in PIP Evaluation)	Each	4	525.00	\$ 2,100.00
2.2	Surcharge for Expedited 2-3 Business Day Turnaround	Each	0	100%	\$ 0.00
2.3	TCLP/SPLP Analysis of Metals which exceed MACs, if required. (Cost dependent on specific metals analyzed)	Each	2	150.00	\$ 300.00
2.4	Analytical testing for full MAC list, required at some CCDD/USFO facilities @ Standard 5 to 7 Business Day Turnaround	Each	0	1,642.00	\$ 0.00
REPORTING SERVICES					
3.1	Professional Geologist for Project Management and Prepare Summary Report, with P.G. Signed Form LPC-663, if uncontaminated.	Lump Sum	2	500.00	\$ 1,000.00
3.2	Additional Analytical Testing and Completion of Waste Profile if Soil is Landfilled	Est.	0.0	1,300.00	\$ 0.00
ESTIMATED COST OF PIP EVALUATION AND LPC-662 FORM				\$ 3,300.00	
ADDITIONAL ESTIMATED COST OF SERVICES FOR COMPLETION OF LPC-663 FORM IF PIP IS IDENTIFIED (STANDARD TAT):				\$ 3,400.00	
ESTIMATED TOTAL COST FOR PIP EVALUATION & LPC-663 SERVICES (STANDARD TAT):				\$ 6,700.00	



TESTING SERVICE CORPORATION

GENERAL CONDITIONS

Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the

performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. 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 in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services 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 way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with

the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

REV 09/08



TESTING SERVICE CORPORATION

GENERAL CONDITIONS ENVIRONMENTAL SERVICES

1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC. Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestos-containing materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

5. CLIENT'S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

6. DISCOVERY OF UNANTICIPATED CONTAMINANTS: The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.

10. RECOMMENDATIONS: If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.

11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.

12. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.

13. PAYMENT: Client shall be invoiced periodically for services performed. 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 in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

14. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services 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 way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

15. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

16. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

17. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

PROJECT DATA SHEET



TESTING SERVICE CORPORATION

General Information: _____

Project Name: _____

Project Address: _____

City/State/Zip: _____

County: _____

Project Manager: _____

Email: _____

Telephone: _____

Site Contact: _____

Email: _____

Telephone: _____

Send Invoice to: _____

Purchase Order Number: _____

Attention: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

IMPORTANT NOTES: _____

Completed by: _____

Signature: _____

Name: _____

Date: _____

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Cell Phone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

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Email: _____

Telephone: _____

Name: _____

Company: _____

Address: _____

City/State/Zip: _____

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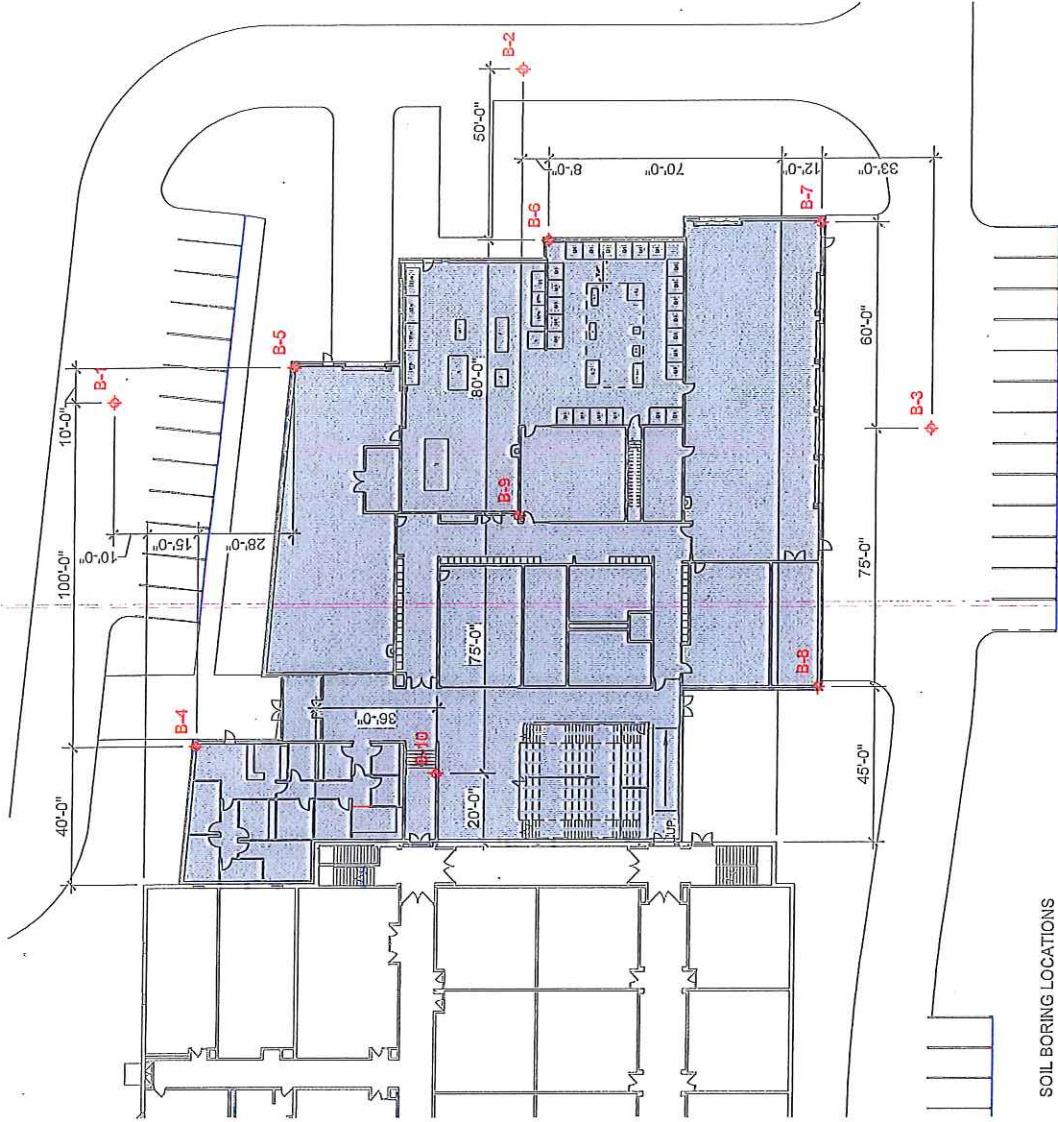
CTE ADDITION AND RENOVATION

HARLEM HIGH SCHOOL

07/11/22

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SOIL BORING LOCATIONS

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