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 Cedar Rapids, Iowa 52404
 P (319) 366-8321
Terracon.com

November 20, 2025

Linn-Mar Community School District
 3556 Winslow Road
 Marion, Iowa 52302

Attn: Ms. Katie Lowe Lancaster- Board President
 P: (319) 447-3000
 E: katie.lowelancaster@Linnmar.k12.ia.us

RE: Proposal for Geotechnical Engineering Services
 Indoor Activity Space - Linn-Mar High School
 3111 10th Street
 Marion, Iowa
 Terracon Proposal No. P06255139R

Dear Ms. Lowe Lancaster:

We appreciate the opportunity to submit this proposal to Linn-Mar Community School District (LMCSD) to provide Geotechnical Engineering services for the referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan – Existing Conditions
Exhibit F	Anticipated Exploration Plan – Planned Construction

As you may be aware, Terracon has performed multiple geotechnical engineering projects at the Linn-Mar High School campus since 1973. Boring locations from previous explorations in the new project vicinity are shown on Anticipated Exploration Plans, and the information from these was used to assist in developing our scope of services.

Our base fee to perform the Scope of Services described in this proposal is \$14,950 with an anticipated delivery date of 5 weeks after signed authorization. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Proposal for Geotechnical Engineering Services

Indoor Activity Space - Linn-Mar High School | Marion, Iowa
November 20, 2025 | Terracon Proposal No. P06255139R



We appreciate the opportunity to provide this proposal and look forward to working with you.

Sincerely,

Terracon

A handwritten signature in black ink that reads 'Thomas W. Sherman'.

Thomas W. Sherman, P.E. (WI)
Geotechnical Engineer

A handwritten signature in black ink that reads 'Justin D. Widdel'.

Justin D. Widdel, P.E.
Senior Engineer/Principal

Copies: PDF – Mr. Matthew Stewart, AIA - OPN Architects, Inc. - mstewart@opnarchitects.com

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Linn-Mar Community School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Indoor Activity Space - Linn-Mar High School project ("Project"), as described in Consultant's Proposal dated 11/20/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Consultant shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: Thomas Sherman Date: **11/20/2025**

Name/Title: **Thomas W Sherman, P.E. / Project Manager**

Address: **2640 12th St SW**
Cedar Rapids, IA 52404-3440

Phone: **(319) 366-8321** Fax: _____

Email: **Tom.Sherman@terracon.com**

Client: **Linn-Mar Community School District**

By: _____ Date: _____

Name/Title: **Katie Lowe Lancaster / Board President**

Address: **3556 Winslow Road**
Marion, IA 52302

Phone: **(319) 447-3000** Fax: _____

Email: **katie.lowelancaster@Linnmar.k12.ia.us**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by OPN Architects, Inc. (OPN) and the expected subsurface conditions as described below. We viewed the project site in Google Maps aerial photograph background and Street View to observe the site conditions. Aspects of the project, undefined or assumed, are highlighted as shown below. We request LMCSO and/or OPN verify/correct all information prior to our initiation of field exploration activities, and/or provide the information at a later date for incorporation in our geotechnical engineering evaluation and report for this project.

Planned Construction

Item	Description
Information Provided	<p>Emails from Mr. Matthew Stewart of OPN from October 10 to 15, 2025</p> <ul style="list-style-type: none"> Email included a request for proposal
Project Description	<p>Three new additions to the existing Linn-Mar High School, with associated pavements and utilities.</p> <p>Future geothermal field – layout to be determined.</p>
Proposed Structure	<p>Structures associated with the project include:</p> <ul style="list-style-type: none"> Area A: Wrestling Expansion / Storm Shelter Area C: Commons Area Expansion Area E: Activity Center Addition
Building Construction	<p>Building Addition Construction</p> <ul style="list-style-type: none"> Combination of shallow footing foundations and helical piles Wrestling Expansion / Storm Shelter: Precast concrete floor, walls, and roof Commons Area Expansion and Activity Center Addition: Slab on grade floors, concrete or composite deck (upper level of Activity Center Addition), steel framing and load bearing reinforced concrete walls
Finished Floor Elevation	<p>The Wrestling Expansion/Storm Shelter, Commons Area Expansion, and the upper floor of the Activities Center are anticipated to match the finished floor of the existing building (approximately 822.5 feet).</p>

Item	Description
	<p>Finished floor elevation of the Activities Center ground (walk-out at the south) level was not provided but anticipated to be near 810 feet.</p> <p>Anticipated maximum structural loads (except where highlighted) were provided by Raker Rhodes Engineering.</p> <p>Area A: Wrestling Expansion / Storm Shelter</p> <ul style="list-style-type: none"> ■ 8-inch precast walls: 6 kips per linear foot (KLF) ■ 12-inch precast walls: 11 KLF <p>Area C: Commons Area Expansion</p> <ul style="list-style-type: none"> ■ Infill area: 20 kips compression and 10 kips uplift per helical pile ■ Columns: 90 kips <p>Area E: Activity Center Addition</p> <ul style="list-style-type: none"> ■ Columns: 200 kips <p>All: Floor slab loads of 100 psf</p>
Maximum Loads	
Grading	<p>Cuts and fills of less than about 1 foot anticipated in Area A.</p> <p>Cuts and fills up to about 10 feet anticipated in Areas C and E.</p>
Below-Grade Structures	<p>Portions of the Activity Center perimeter walls are anticipated to have unbalanced exterior backfill.</p>
Free-Standing Retaining Walls	<p>Retaining wall plans were not provided, but retaining walls near the west, south, and east walls of the Activity Center are anticipated.</p> <p>Wall type(s) not provided but are anticipate to be either reinforced concrete cantilever walls or modular block walls.</p> <p>Design traffic and pavement life were not provided.</p> <p>New pavements are anticipated to primarily consist of driveway areas used by passenger vehicles and the occasional delivery trucks.</p>
Pavements	<p>Preliminary pavement design sections are:</p> <ul style="list-style-type: none"> ■ Driveways: 7 inches portland cement concrete over 6 inches of modified subbase, ■ Sidewalks: 5 inches portland cement concrete over 4 inches of modified subbase,
Building Code	2024 IBC

Site Location and Anticipated Conditions

Item	Description
Project Location	<p>On the East side of the Linn-Mar High School campus at 3111 10th Street in Marion, Iowa.</p> <p>Latitude/Longitude (approximate): 42.053° N, 91.597° W</p> <p>See Exhibit D</p>
Existing Improvements	Buildings, pavements, and subsurface utilities
Current Ground Cover	<p>Primarily grass with some trees and shrubs in landscaped areas. Remainder of the site is primarily paved with portland cement concrete.</p>
Existing Topography	<p>Area A: Not provided, anticipated to be relatively flat</p> <p>Area C: Generally slopes downward to the south with about 7 feet of elevation change</p> <p>Area E: Generally slopes downward to the southeast with about 15 feet of elevation change</p>
Exploration Access	<p>We expect the site, and all exploration locations, are accessible with our ATV-mounted drilling/CPT equipment and 4WD pickup support vehicles.</p> <p>Temporary blocking off of portions of the parking lot will be required during field exploration.</p>
Expected Subsurface Conditions	<p>Our experience on the site indicates that existing fill is likely present in many areas and may extend up to about 10 feet in depth, then/or</p> <p>Buried topsoil, sand layers, and altered till are anticipated to depths ranging from about 10 to 15 feet, then</p> <p>Glacial till comprised mostly of sandy lean clay to depths of more than 40 feet.</p>

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

OPN requested the boring locations and depths in the table below. Due to our having existing borings near several of the requested locations, and that the cone penetrometer test (CPT) typically provides more accurate estimates of bearing capacity and settlement, we propose to perform CPT soundings at 6 of the 16 requested boring locations.

Boring Designations	Planned Boring/Sounding Depth (feet) ¹	Planned Location ²
B-201, B-203, and CPT-1	25 or Refusal	Area A -Wrestling Expansion/Storm Shelter
B-202	50 or Refusal	Area A -Wrestling Expansion/Storm Shelter
B-204 and CPT-2	25 or Refusal	Area C – Commons Area Expansion
B-205 to B-208, B-210, and CPT-3 to CPT-6	25 or Refusal	Area E – Activity Center Addition
B-209	50 or Refusal	Area E – Activity Center Addition

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if auger refusal in/on bedrock is encountered. CPT soundings will be terminated at advancement refusal.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan – Existing Conditions** and **Anticipated Exploration Plan – Planned Construction**.

Boring/Sounding Layout and Elevations: Boring/sounding locations were determined by overlaying the plans supplied by OPN in the RFP on an aerial photograph background in our GIS. The locations of Borings B-204 to B-206 were then adjusted for access, mapped existing subsurface utilities, and/or existing ground surface conditions.

We will use handheld GPS equipment to locate borings/soundings with an estimated horizontal accuracy of ± 10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map; otherwise, elevations will be obtained by plotting

the coordinates in the online USGS National Map. If more accurate boring/sounding locations and/or elevations are desired, we recommend that Hall & Hall Engineers, Inc. (HHE) be retained by LMCSO to stake the borings/soundings and obtain surface elevations.

Subsurface Exploration Procedures – Soil Borings: We will advance borings with a rotary drill rig using continuous flight augers (solid stem and/or hollow stem, as necessary, depending on soil conditions) and/or rotary wash boring techniques. Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling will be typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers will be driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record water levels in the boreholes during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration resistances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples.

Subsurface Exploration Procedures – Cone Penetrometer Testing: The CPT testing will be performed using the same ATV-mounted rig as used to perform the soil borings during the same mobilization to hydraulic push an instrumented cone through the soil while nearly continuous readings of tip resistance, sleeve friction, and pore pressure are recorded to a portable computer. The data collected from the CPT soundings is reduced and presented graphically with depth, including the tip resistance, sleeve resistance, a ratio of sleeve to tip resistance, pore pressure, and interpreted soil classifications (based upon published correlations). No soil samples are gathered through this exploration technique.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with a mixture of auger cuttings and bentonite chips upon completion. Pavements will be patched with cold-mix asphalt and/or sack-mix concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. Excess auger cuttings will be disposed of at a location designated by LMCSO. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

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Site Access: Terracon will not mobilize to the site without coordination with LMCS D's authorized representative.

Optional Services Not Included in Base Scope: We understand that the geothermal field soil borings have been removed from the scope. We can provide a supplemental proposal for geothermal field soil borings once plans for the geothermal field have been further developed.

We understand that the 2024 IBC is being used on this project. The 2024 IBC uses an updated version of ASCE 7-22 that only allows the use of seismic velocity (measured or estimated) to determine site classification. The correlations for estimated velocity are weighted so that often a poorer site classification will be obtained from using SPT or soil strength data than actual seismic velocity measurements. We can provide a supplemental proposal for seismic velocity testing if a satisfactory site classification is not obtained from soil boring data alone.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings and soundings into the subsurface, therefore Terracon will comply with State of Iowa regulations to request utility location services through the Iowa One Call System. It should be noted that Iowa "One Call" member companies require a minimum of 72 hours to locate utilities. We will consult with LMCS D regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

We understand that private utilities will be marked by LMCS D prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected.

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Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Visual classification,
- Water content,
- Unit dry weight,
- Unconfined compressive strength,
- Atterberg limits,
- Grain size analysis (percent passing U.S. No. 200 sieve),
- Organic content.

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Computer generated boring logs, prepared from field logs, will represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data,
- CPT sounding logs,
- Stratification based on
 - Boring logs: visual soil classification,
 - CPT sounding logs: published correlations,
- Groundwater levels observed during and after the completion of drilling,
- Site Location and Exploration Plan drawings,
- Subsurface exploration procedures,
- Description of subsurface conditions,
- Recommended foundation options and engineering design parameters,
 - Shallow foundation recommendations,
 - Discussion of aggregate pier soil improvement,

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- Discussion of helical pile foundation considerations,
- Estimated settlement of shallow foundations,
- Recommendations for design and construction of interior floor slabs,
- Seismic site classification per IBC 2024,
- Earthwork recommendations including site/subgrade preparation,
- Lateral earth pressure recommendations
 - Earth pressures for reinforced concrete walls,
 - Retained soil parameters for modular block walls,
- Recommended pavement options and design parameters,
- Frost considerations.

In addition to an emailed report, your project will also be delivered using our **Compass** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.



Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee as well as fees for owner requested additions soil borings and/or CPT soundings are shown in the following table:

Task	Fee ²
Base Scope: Subsurface Exploration ¹ , Laboratory Testing, Geotechnical Consulting and Reporting	\$14,950/L.S.
Additional 25-Foot Boring	\$750/Boring
Additional 50-Foot Boring	\$1,150/Boring ³
Additional 25-Foot CPT Sounding	\$500/Sounding ³
Performing Work Outside of Normal Working Hours ⁴	\$175/Hour
Generator and Light Set ⁵	\$250/day

1. The lump sum fee considers one drill/CPT rig mobilization and no unexpected onsite delays. If additional drill/CPT rig mobilizations are required, an additional fee of \$500 per mobilization would be invoiced. A drill/CPT crew standby rate of \$350 per hour would be invoiced for unexpected delays beyond Terracon’s control.
2. Proposed fees noted above are effective for calendar years 2025 and 2026.
3. Includes laboratory testing and/or engineering.
4. Normal working hours are 7 AM to 6 PM on non-holiday weekdays.
5. If night work is required.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, or repair of/damage to existing landscape. If such services are desired by LMCSD, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.



Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass	Schedule ^{1, 2}
Project Planning	2 days after notice to proceed
Field Exploration	10 days after notice to proceed
Site Characterization	10 days after completion of field program
Geotechnical Engineering	15 days after completion of field program
1. Upon receipt of your notice to proceed we will activate the schedule component on our Compass system with specific, anticipated dates for the delivery points noted above as well as other pertinent events.	
2. Standard workdays. We will maintain an activities calendar within on Compass . The schedule will be updated to maintain a current awareness of our plans for delivery.	

Exhibit D – Site Location

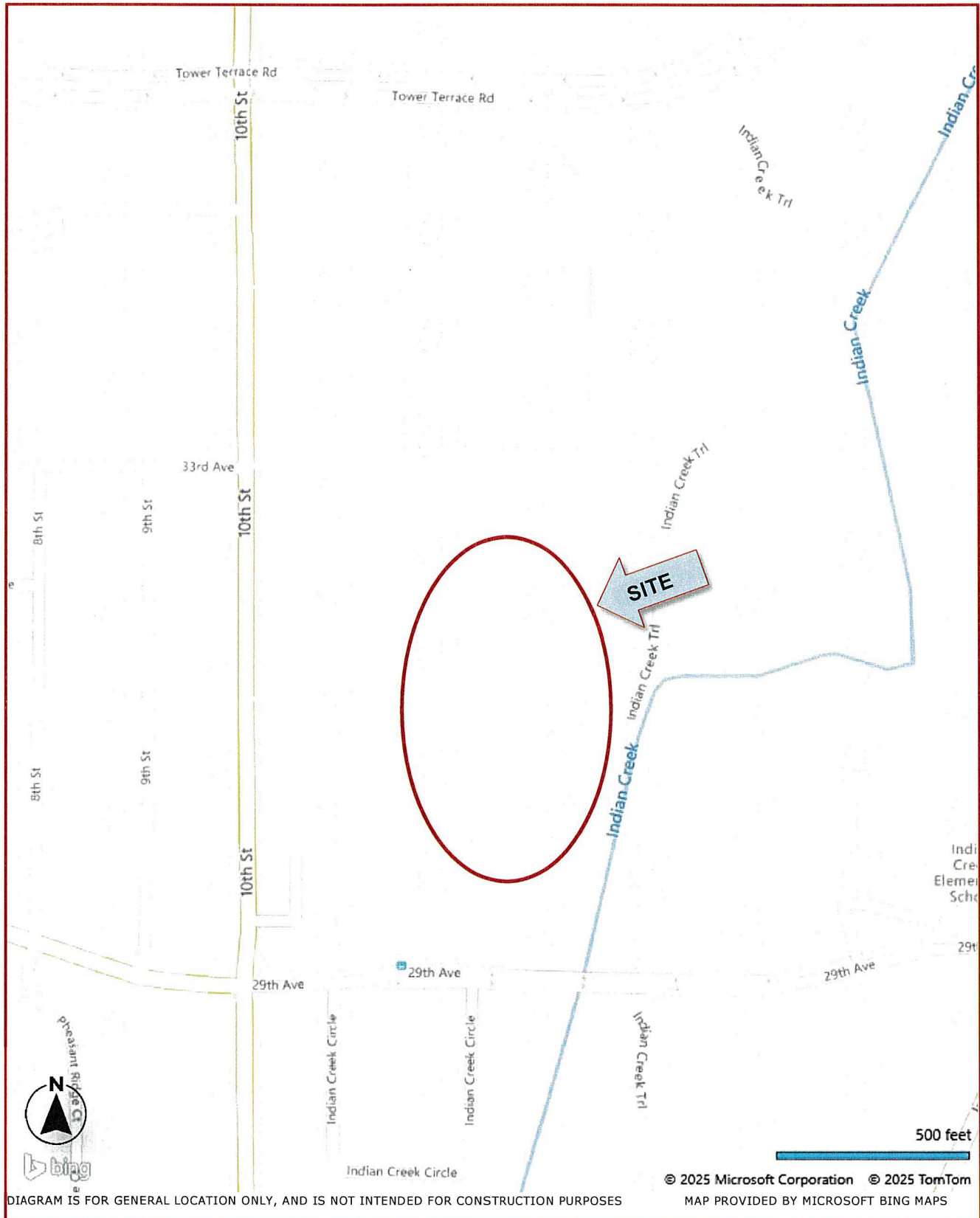


Exhibit E – Anticipated Exploration Plan – Existing Conditions



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

Exhibit F – Anticipated Exploration Plan – Planned Construction

