



August 4, 2016

City of McKinney
1550 South College Street – Building “A”
McKinney, Texas 75069

Attn: Ms. Patricia L. Jackson, PE, RAS
Email: pjackson@mckinneytexas.org
Phone: 972-547-7439

Re: Construction Materials Testing and Observation Proposal
Fire Station No. 9
NEC of Summit View Drive and Lake Forest Drive
McKinney, Texas
PSI Proposal No.: 0334-187003

Dear Ms. Jackson;

Professional Service Industries, Inc. (PSI) is pleased to have been selected on the basis of qualifications in accordance with the Professional Services Procurement Act, Article 2254.004 of the Texas Government Code to provide Construction Materials Testing and Observation Services on the project referenced above. In accordance with that act, we are now submitting our proposed estimate and fee schedule as the second step of the negotiation phase of the contracting process.

PSI has the technical capabilities, personnel and equipment resources, and local expertise to provide you with superior testing and observation services. We are consistently ranked by Engineering News Record magazine as one of the nation's largest consulting engineering firms and PSI is considered the leading firm of our type in the engineering and construction industry. PSI has licensed, registered, and certified professionals, and offers the comfort of using one of America's largest and respected engineering companies.

PSI proposes to provide experienced, technical personnel to perform testing services as requested in general accordance with sections of the project specifications as referenced in our “Proposal Assumptions and Basis for Estimate” section of this proposal. In accordance with our assumptions, we have prepared a budget estimate. However, we propose to accomplish the work on a unit fee basis in accordance with the unit rates provided herein. All work will be performed pursuant to the PSI General Conditions which are incorporated herein and made a part of this proposal. PSI's fees will be determined by the actual amount of technical time expended on the project and the amount of laboratory testing performed. Services are for the typical Quality Control Services and include “Special Inspections”.

Please note that the fees for our services are directly related to the contractor's schedule, the quantity of service requests, the quantity and frequency of failed tests / retests, construction delays and other issues outside the control of PSI. We will work with your firm in order to control the budget for our services; however invoices will be based on the actual services rendered.

Construction Hive™ is the primary report distribution platform used by PSI to provide a better experience to our clients. You will have 24 hour access to your reports on this website from any internet enabled device with a web browser. Construction Hive™ has powerful report viewing, retrieval and searching

capabilities that allow you to find the information you are looking for faster and with greater ease. An hourly administrative fee may be assessed for other forms and methods of report delivery.

This proposal includes our services to observe, test and report on the construction activities listed below. Please note that our services will be performed on an intermittent, call-out, as requested basis. This proposal does not include full time (continuous) on-site observation services. Scheduling will be the responsibility of our client's designated representative. Requests for services must be coordinated prior to the close of the business day preceding the requested activity. A project manager fee may be assessed to accommodate requests without adequate notice.

We will commence work upon receipt of a fully executed copy of this proposal in its entirety including PSI General Conditions. Please be sure to fill out the attached Project Data Sheet for timely distribution of reports.

We look forward to providing our services during construction of the above referenced project. Please do not hesitate to contact our office with any questions or concerns.

Respectfully submitted,

Professional Service Industries, Inc.



Evan Wammack, E.I.T.
Branch Manager
Construction Services



Bryan M. Sy, P.E.
Principal Consultant
Construction Services

Attachments: Anticipated Construction Materials Testing Services
 Proposal Assumptions and Basis for Estimate
 PSI General Notes
 Project Data Sheet
 PSI General Conditions

Proposal Acceptance	
Date:	Agreed to this _____ day of _____, 2016
Signature:	
Printed Name:	
Title:	
Firm:	



Anticipated Construction Materials Testing Services

BASE BID Project: McKinney Fire Station No. 9 - McKinney, Texas

	Unit	Quantity	Unit Rate	Item Total
Earthwork Testing and Observation				
Building Pad Preparation				
Soils Engineering Technician (In-place Density Testing)	Per Hour	44	\$42.00	\$1,848.00
Soils Engineering Technician (Overtime Hours)	Per Hour	8	\$63.00	\$504.00
Laboratory Moisture Density Relationship (Standard)	Each	4	\$165.00	\$660.00
Atterberg Limit Determination	Each	4	\$50.00	\$200.00
Percent Passing No. 200 Sieve	Each	4	\$40.00	\$160.00
Soils Engineering Technician (Sample Pick-up)	Per Hour	4	\$42.00	\$168.00
Equipment Charge	Per Trip	6	\$65.00	\$390.00
Transportation Charge	Per Trip	7	\$45.00	\$315.00
Management Services for Supervision and Report Review	Per Hour	10.80	\$90.00	\$972.00
Sub-Total				\$5,217.00
Paving Subgrade Preparation				
Soils Engineering Technician (In-place Density Testing)	Per Hour	16	\$42.00	\$672.00
Laboratory Lime Series	Each	2	\$250.00	\$500.00
Lime Stabilized Moisture Density Relationship (Standard)	Each	2	\$165.00	\$330.00
Atterberg Limit Determination	Each	2	\$50.00	\$100.00
Field Lime Stabilized Depth Checks	Each	11	\$12.00	\$132.00
Field Gradations	Each	11	\$12.00	\$132.00
Equipment Charge	Per Trip	4	\$65.00	\$260.00
Transportation Charge	Per Trip	4	\$45.00	\$180.00
Management Services for Supervision and Report Review	Per Hour	4.20	\$90.00	\$378.00
Sub-Total				\$2,684.00
Utility Trench Backfill				
Soils Engineering Technician (In-place Density Testing)	Per Hour	52	\$42.00	\$2,184.00
Equipment Charge	Per Trip	13	\$65.00	\$845.00
Transportation Charge	Per Trip	13	\$45.00	\$585.00
Management Services for Supervision and Report Review	Per Hour	6.50	\$90.00	\$585.00
Sub-Total				\$4,199.00
Earthwork Testing and Observation Estimate				\$12,100.00
Drilled Pier Installation Observation				
Drilled Shaft Pier Observation				
Senior Engineering Technician	Per Hour	80	\$45.00	\$3,600.00
Senior Engineering Technician (Overtime Hours)	Per Hour	40	\$67.50	\$2,700.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	50	\$14.00	\$700.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	8	\$40.00	\$320.00
Equipment Charge	Per Trip	10	\$65.00	\$650.00
Transportation Charge	Per Trip	12	\$45.00	\$540.00
Management Services for Supervision and Report Review	Per Hour	14.00	\$90.00	\$1,260.00
Sub-Total				\$9,770.00
Drilled Pier Installation Observation Estimate				\$9,770.00



Reinforcing Steel Observation

Cast-In-Place Concrete Reinforcing Steel Observation

Senior Engineering Technician	Per Hour	36	\$45.00	\$1,620.00
Transportation Charge	Per Trip	5	\$45.00	\$225.00
Management Services for Supervision and Report Review	Per Hour	10.50	\$90.00	\$945.00
Sub-Total				\$2,790.00

Reinforcing Steel Observation Estimate \$2,790.00

Concrete Testing and Observation

Structural Concrete

Concrete Engineering Technician (Concrete Sampling and Testing)	Per Hour	46	\$40.00	\$1,840.00
Concrete Engineering Technician (Overtime Hours)	Per Hour	4	\$60.00	\$240.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	90	\$14.00	\$1,260.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	32	\$40.00	\$1,280.00
Equipment Charge	Per Trip	12	\$65.00	\$780.00
Transportation Charge	Per Trip	20	\$45.00	\$900.00
Floor Flatness Testing (equipment & labor)	Per Hour	1	\$750.00	\$750.00
Management Services for Supervision and Report Review	Per Hour	17.20	\$90.00	\$1,548.00
Sub-Total				\$8,598.00

Concrete Paving

Concrete Engineering Technician (Concrete Sampling and Testing)	Per Hour	42	\$40.00	\$1,680.00
Concrete Engineering Technician (Overtime Hours)	Per Hour	4	\$60.00	\$240.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	145	\$14.00	\$2,030.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	24	\$40.00	\$960.00
Equipment Charge	Per Trip	9	\$65.00	\$585.00
Transportation Charge	Per Trip	15	\$45.00	\$675.00
Management Services for Supervision and Report Review	Per Hour	19.10	\$90.00	\$1,719.00
Sub-Total				\$7,889.00

Miscellaneous Concrete

Concrete Engineering Technician (Concrete Sampling and Testing)	Per Hour	36	\$40.00	\$1,440.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	45	\$14.00	\$630.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	24	\$40.00	\$960.00
Equipment Charge	Per Trip	9	\$65.00	\$585.00
Transportation Charge	Per Trip	15	\$45.00	\$675.00
Management Services for Supervision and Report Review	Per Hour	11.10	\$90.00	\$999.00
Sub-Total				\$5,289.00

Concrete Testing and Observation Estimate \$21,776.00

Masonry Testing and Observation

Masonry Testing and Observation

Senior Engineering Technician (Grout and Mortar Sampling and Testing)	Per Hour	16	\$45.00	\$720.00
Masonry Cubes (2in x 2in x 2in Cubes)	Each	12	\$14.00	\$168.00
Grout Prisms (3in x 3in x 6in)	Each	8	\$18.00	\$144.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	8	\$40.00	\$320.00
Equipment Charge	Per Trip	4	\$65.00	\$260.00
Transportation Charge	Per Trip	6	\$45.00	\$270.00
Management Services for Supervision and Report Review	Per Hour	4.60	\$90.00	\$414.00
Sub-Total				\$2,296.00

Masonry Testing and Observation Estimate \$2,296.00



Structural Steel Observation

Structural Steel Observation

Structural Steel Technician (CWI)	Per Hour	12	\$80.00	\$960.00
Equipment Charge	Per Trip	3	\$65.00	\$195.00
Transportation Charge	Per Trip	3	\$45.00	\$135.00
Management Services for Supervision and Report Review	Per Hour	1.50	\$90.00	\$135.00
Sub-Total				\$1,425.00

Structural Steel Observation Estimate \$1,425.00

Engineering & Technical Services

Professional Engineering Services

Professional Engineer (Consults & Letters)	Per Hour	4	\$150.00	\$600.00
Project Setup Fee	Each	1	\$250.00	\$250.00
Sub-Total				\$850.00

Engineering & Technical Services Estimate \$850.00

Construction Materials Testing and Observation Estimated Total \$51,007.00



Anticipated Construction Materials Testing Services

ALTERNATE 1 Project: McKinney Fire Station No. 9 - McKinney, Texas

	Unit	Quantity	Unit Rate	Item Total
Earthwork Testing and Observation				
Paving Subgrade Preparation				
Soils Engineering Technician (In-place Density Testing)	Per Hour	8	\$42.00	\$336.00
Field Lime Stabilized Depth Checks	Each	1	\$12.00	\$12.00
Field Gradations	Each	1	\$12.00	\$12.00
Equipment Charge	Per Trip	2	\$65.00	\$130.00
Transportation Charge	Per Trip	2	\$45.00	\$90.00
Management Services for Supervision and Report Review	Per Hour	1.00	\$90.00	\$90.00
Sub-Total				\$670.00
Earthwork Testing and Observation Estimate				\$670.00
Reinforcing Steel Observation				
Cast-In-Place Concrete Reinforcing Steel Observation				
Senior Engineering Technician	Per Hour	1	\$45.00	\$45.00
Management Services for Supervision and Report Review	Per Hour	0.50	\$90.00	\$45.00
Sub-Total				\$90.00
Reinforcing Steel Observation Estimate				\$90.00
Concrete Testing and Observation				
Concrete Paving				
Concrete Engineering Technician (Concrete Sampling and Testing)	Per Hour	4	\$40.00	\$160.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	5	\$14.00	\$70.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	4	\$40.00	\$160.00
Equipment Charge	Per Trip	1	\$65.00	\$65.00
Transportation Charge	Per Trip	2	\$45.00	\$90.00
Management Services for Supervision and Report Review	Per Hour	1.00	\$90.00	\$90.00
Sub-Total				\$635.00
Concrete Testing and Observation Estimate				\$635.00
Construction Materials Testing and Observation Estimated Total				\$1,395.00



Anticipated Construction Materials Testing Services

ALTERNATE 3 Project: McKinney Fire Station No. 9 - McKinney, Texas

	Unit	Quantity	Unit Rate	Item Total
Earthwork Testing and Observation				
Screen Wall Foundation Subgrade				
Soils Engineering Technician (In-place Density Testing)	Per Hour	4	\$42.00	\$168.00
Equipment Charge	Per Trip	1	\$65.00	\$65.00
Transportation Charge	Per Trip	1	\$45.00	\$45.00
Management Services for Supervision and Report Review	Per Hour	0.50	\$90.00	\$45.00
Sub-Total				\$323.00
Earthwork Testing and Observation Estimate				\$323.00
Reinforcing Steel Observation				
Cast-In-Place Concrete Reinforcing Steel Observation				
Senior Engineering Technician	Per Hour	4	\$45.00	\$180.00
Management Services for Supervision and Report Review	Per Hour	0.50	\$90.00	\$45.00
Sub-Total				\$225.00
Reinforcing Steel Observation Estimate				\$225.00
Concrete Testing and Observation				
Structural Screen Wall Concrete				
Concrete Engineering Technician (Concrete Sampling and Testing)	Per Hour	12	\$40.00	\$480.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	15	\$14.00	\$210.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	8	\$40.00	\$320.00
Equipment Charge	Per Trip	3	\$65.00	\$195.00
Transportation Charge	Per Trip	5	\$45.00	\$225.00
Management Services for Supervision and Report Review	Per Hour	2.50	\$90.00	\$225.00
Sub-Total				\$1,655.00
Concrete Testing and Observation Estimate				\$1,655.00
Masonry Testing and Observation				
Masonry Testing and Observation				
Senior Engineering Technician (Grout and Mortar Sampling and Testing)	Per Hour	4	\$45.00	\$180.00
Masonry Cubes (2in x 2in x 2in Cubes)	Each	6	\$14.00	\$84.00
Concrete Engineering Technician (Specimen Pick-up)	Per Hour	4	\$40.00	\$160.00
Equipment Charge	Per Trip	1	\$65.00	\$65.00
Transportation Charge	Per Trip	2	\$45.00	\$90.00
Management Services for Supervision and Report Review	Per Hour	1.00	\$90.00	\$90.00
Sub-Total				\$669.00
Masonry Testing and Observation Estimate				\$669.00
Construction Materials Testing and Observation Estimated Total				\$2,872.00



Proposal Assumptions and Basis for Estimate	
Construction Documents	<ol style="list-style-type: none"> 1. PSI did have a set of design drawings during preparation of this estimate. 2. PSI did have a set of project specifications during preparation of this estimate. 3. Documents provided to PSI: Project Specifications: dated 07/14/2016, Civil drawings dated 07/12/2016, Structural drawings dated 07/14/2016, Project Geotechnical Report dated 07/03/2016. 4. PSI did not have a detailed construction schedule during preparation of this estimate.
Earthwork	<ol style="list-style-type: none"> 1. We understand that the building pad preparation will require 8 feet of moisture conditioned existing soils with 1 foot of non-expansive fill between the slab and the moisture conditioned soils. 2. In-place moisture density gauge testing for structural areas estimated at 1 test per lift per 2,500 sqft, 3. In-place moisture density gauge testing for utilities estimated at 1 test per 150 LF per lift. 4. In-place moisture density gauge testing for paving areas estimated at 1 test per lift per 5,000 sqft.
Pier Observation	<ol style="list-style-type: none"> 1. We understand that the building foundation will consist of drilled straight shaft piers. 2. Assumed 6 drilled piers will be installed per day. 3. Assumed 2 drill rigs will be installing the pier foundations per day. 4. This quote does not include bearing elevation core samples to be obtained. However, we can prepare an estimate if this service is required.
Post-Tensioned Slab	<ol style="list-style-type: none"> 1. Not Included.
Concrete	<ol style="list-style-type: none"> 1. Assumed concrete placement rate at 50 cubic yards per hour. 2. Assumed to cast 1 set of 5, 4 inch by 8 inch concrete test cylinders for every 50 cubic yards of structural concrete or daily fraction thereof and/or for every 50 cubic yards of pavement concrete or fraction thereof.
Masonry	<ol style="list-style-type: none"> 1. Assumed 1 set of 6 mortar, 2 inch by 2 inch cubes and 1 set of 4 grout prisms per 5,000 sqft. of masonry wall, or per visit. 2. Sampling and testing of Masonry Composite Prisms is not included in this estimate.
Asphalt	<ol style="list-style-type: none"> 1. Not Included.
Structural Steel	<ol style="list-style-type: none"> 1. Perform visual observation on the structural steel framing in general accordance with the Project Specifications for weld or bolted connections. 2. Nondestructive Examination of welded connections is not included in this estimate. However, we can prepare an estimate if this service is requested. 3. The Structural Steel observations quoted herein do not include the cost of conducting observations at the fabrication shop.
Fire Proofing	<ol style="list-style-type: none"> 1. Not Included.
Roofing	<ol style="list-style-type: none"> 1. Not Included.



PSI General Notes

1. Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter
2. A one-time fee of \$250.00 will be charged for initial Project Setup
3. Services not included may be quoted upon request
4. Testing is conducted in general accordance with ASTM procedure and project specifications
5. All rates are billed on a portal to portal basis
6. The minimum billing increment for time is the full hour
7. A minimum charge of 4 hours applies to field testing and observation services
8. A per diem charge, if applicable, will be charged at a rate of \$150.00 per day
9. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4 hour charge
10. Charges for retests or field cancellations without notice are not included in this estimate and will be invoiced at the unit rates included herein
11. Overtime rates will be applicable for services performed before 7:00am and after 5:00pm, over 8 hours per day Monday through Friday and for all hours worked on Saturdays, Sundays and holidays. The overtime rate will be 1.5 times the applicable unit rate. Services performed on Sundays and Holidays will be invoiced at 2 times the applicable hourly rate. Surcharges for laboratory services during overtime hours or for expedited results may apply (these surcharges will be 1.5 times the applicable unit rate). The minimum billing increment for overtime is the hour
12. Rates involving mileage (including vehicle charge and cylinder/sample pick-up) are subject to change based upon fluctuations in the national average gasoline price. A fuel surcharge may be applied to invoices to offset the increase in fuel prices for a gallon of regular gasoline. Changes may be made at intervals not less than monthly
13. An engineering review charge to schedule and supervise personnel and evaluate and review reports will be billed at 0.5 hours per single technician half day and 1.0 hours per single technician full day for field testing services. Laboratory test reports will be billed at 0.4 hours for each test report excluding laboratory moisture density curves, sieve analysis, lime series and drilled concrete cores for compressive strength which will be billed at 0.9 hours per test report
14. Invoices will be billed on a monthly basis. Invoices will be mailed on or about the third business day after the month to which services were rendered.
15. Concrete test cylinder sizes will be in accordance with ASTM C31 and ACI 318.
16. ACI 301-10 section 1.6.2.2.d, states that the contractor is responsible for “[providing] space and source of electrical power on the project site for facilities to be used for initial curing of concrete test specimens as required by ASTM C31/C31M, for the sole use of the Owner’s quality assurance testing agency.” PSI understands the term “space” to mean “an environmentally controlled and secure space” for initial curing in the field, and the contractor is required to provide electricity and security of the space. Accordingly, this proposal does not include provisions or the associated fee for PSI to provide this service. The initial curing box can be provided by PSI at the project site for additional fees which shall include the daily rental cost and associated mobilization cost of the curing box. In the event the curing box is stolen or damaged as the site security is the responsibility of the contractor, PSI shall invoice our client the cost of the same at cost plus 15%
17. The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization



Project Data Sheet
Construction Materials Testing and Observation Services

Project Name:			
Project Physical Address:			
Project Manager:			
Mobile No.:		Fax No.:	
Site Contact:			
Mobile No.:		Fax No.:	
Distribution of Test Reports			
Contact Name		Email Address	
Invoice Requirements			
Your Purchase Order No.:			
Billing Address		Mailing Address (if different)	
Attn:		Attn:	

Report Distribution:

PSI will deliver reports electronically to the client and others listed on the above distribution list. Reports will be posted on a password protected, secure website (Construction Hive) only available to those on the distribution list. An hourly administrative fee may be assessed for hardcopy mailing and other forms and methods of report delivery.



GENERAL CONDITIONS

August 4, 2016

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.