



Proposal Number: 0094-4545380-3-R
Village of Harrison – Fire Rescue Station
August 28, 2025

Professional Service Industries, Inc.
3009 Vandebroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200

Ms. Crystal Hanson
Wendel
204 E. Grand Avenue, Suite 200
Eua Claire, WI 54701

Re: Proposal for Providing Construction Materials Testing
Village of Harrison – Fire Rescue Station
W5662 Manitowoc Road
Harrison, Wisconsin 54952

Dear Ms. Hanson:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to present this proposal for providing construction materials testing services associated with the proposed Harrison Fire Rescue Station project located at W5662 Manitowoc Road in Harrison, Wisconsin. We have prepared this proposal based on the following:

- Project Plan Set dated May 6, 2025
- Project Manual dated May 6, 2025
- Geotechnical Report dated May 2, 2025

PROJECT UNDERSTANDING

It is understood that the proposed project will consist of a single-story, high bay building with a partial mezzanine area. In addition, an asphalt parking lot will also be included. The fire rescue station will be approximately 23,595 square feet in size.

SCOPE OF WORK

Based on a review of the information provided and PSI's experience on similar projects, it is anticipated the following testing services will be required.

Earthwork

- Observe surface stripping and the condition of the underlying subgrade prior to the placement of new fill or subbase materials.
- Monitor proofrolling of the exposed subgrades.
- Perform moisture-density relationship testing in accordance with ASTM D1557 (modified proctor) to determine the Proctor maximum dry density and optimum moisture content.
- Perform in-place density of compacted fill soils in accordance with ASTM D6938.
- Perform testing and observation of shallow foundation excavations.





Concrete

- Perform slump testing in accordance with ASTM C143.
- Perform air content testing in accordance with ASTM C231 for regular weight concrete.
- Record concrete and air temperature at the time cylinders are taken.
- Cast, cure and test cylinders.
- Transport cylinders to our facilities for laboratory curing.
- Perform compressive strength testing of concrete cylinder samples in accordance with ASTM C39.

During placement of concrete, field-testing of concrete samples will be conducted for air entrainment, slump and temperature.

Masonry

- Perform slump testing in accordance with ASTM C143.
- Record grout and air temperature at the time samples are taken.
- Cast, cure and test grout prisms.
- Transport prisms to our facilities for laboratory curing.
- Perform compressive strength testing of grout prisms samples in accordance with ASTM C39.

RH Testing

- If requested, PSI will place in-situ relative humidity probes in the concrete floor slabs at locations selected by the client. After a waiting period of at least 24 hours, one recording will be conducted on the probes. **The relative humidity probes will remain in place after testing and PSI will not be responsible for repairing the concrete floor slab at the test locations.**
- **It is understood that access to power will be available within the building and that a generator is not required.**

Floor Flatness Testing

- If requested, PSI will Perform floor flatness (Ff) and levelness (Fl) testing in accordance with ASTM E1155.

Structural Steel

- If requested, perform and document inspections of field welding connections for structural steel on a periodic basis as requested by the client.

Asphaltic and Concrete Pavement

Prior to construction of asphalt and concrete pavement sections, PSI will observe the subgrade soils and monitor proofrolling operations. Samples of proposed granular base course will be obtained for gradation analysis and proctor testing. In place density tests will be performed to document compaction of the granular base. If directed, asphalt cores will also be obtained to document the minimum section thickness specified. During site concrete work, field-testing of concrete will be conducted for air entrainment, slump, and temperature and cast concrete cylinder test specimens.

Laboratory Testing

Test samples will be collected in the field by PSI's on-site staff and delivered to our laboratory on a daily basis. PSI Laboratory personnel will log all samples in a project sample logbook, noting the date results are required. PSI's project manager will coordinate testing procedures and delivery of laboratory reports to the field personnel.



REPORT DISTRIBUTION

PSI utilizes Construction Hive™ as an electronic report distribution platform to provide a better experience to clients. The Construction Hive™ system has powerful report viewing, retrieval and searching capabilities that allow designated users to find information in an efficient and environmental-friendly manner.

Upon project set-up, Construction Hive™ will electronically notify designated users when new reports are posted so they can view, download and forward relevant PSI test reports. In short, Construction Hive™ provides instantaneous access to reports from any internet web browser. Designated users can specify how often they receive reports, can establish notification alerts, download reports, and forward reports from Construction Hive™.

Document	Type	Project	Work Date	Published
EC-06051637.63	Concrete Field Report	POTAWATOMI HOTEL TO...	2/28/2013	3/4/2013
DFR-06051637.64.C1	Daily Field Report	POTAWATOMI HOTEL TO...	3/1/2013	3/4/2013
CON06051637.59.C1	Concrete Test Report (AST...	POTAWATOMI HOTEL TO...	2/22/2013	6/26/2013
CON06051637.60.C1	Concrete Test Report (AST...	POTAWATOMI HOTEL TO...	2/25/2013	4/22/2013
CON06051637.62.C1	Concrete Test Report (AST...	POTAWATOMI HOTEL TO...	2/27/2013	5/1/2013
DFR-06051637.65.C1	Daily Field Report	POTAWATOMI HOTEL TO...	3/4/2013	3/5/2013
CON06051637.61.C1	Concrete Test Report (AST...	POTAWATOMI HOTEL TO...	2/26/2013	6/6/2013
EC-06051637.64	Concrete Field Report	POTAWATOMI HOTEL TO...	3/1/2013	3/8/2013
R/S-06051637.66	Reinforcing Steel Observat...	POTAWATOMI HOTEL TO...	3/5/2013	3/8/2013
EC-06051637.66	Concrete Field Report	POTAWATOMI HOTEL TO...	3/5/2013	3/8/2013
CON06051637.63.C1	Concrete Test Report (AST...	POTAWATOMI HOTEL TO...	2/28/2013	6/3/2013
EC-06051637.67	Concrete Field Report	POTAWATOMI HOTEL TO...	3/6/2013	3/12/2013

Sample Electronic Report

SCHEDULE

PSI is prepared to begin work within five (5) days upon receiving notice to proceed. We will remain available to respond with at least 72 hours' notice for any services required. While we will do our best to accommodate shorter timeframes, it is not always feasible, especially during the busier summer and fall seasons. Our project manager will work closely with the project team and the contractor to ensure the timeliness of our services. As noted previously, the work is being performed on a part time basis, and PSI will only respond to the site when specifically requested to do so with timely notification and acknowledgement of availability.

QUALIFICATIONS

Local Presence / Global Resources

PSI maintains full-service engineering laboratory, inspection, and testing offices throughout Wisconsin. These offices are very large and well equipped with the necessary equipment and workspace to provide comprehensive materials storage and testing for soils, aggregate, concrete, masonry, fireproofing, steel, and related materials.

Further illustrating our depth of operations, PSI recently merged with Intertek, a global provider of quality solutions. With a network of more than 1,000 laboratories and offices in more than 100 countries, Intertek provides auditing, inspection, testing, training, quality assurance and certification by improving the quality and safety of products, assets and processes.



PSI is also the largest construction testing firm in Wisconsin. We have the in-house qualifications and personnel to provide the full range of services required for this project. This provides an added benefit to the project team in that all services will be performed and managed by PSI, and we can immediately respond to any project needs.

With more than 100 offices nationwide, PSI can easily provide technical, personnel, and equipment resources to



projects. In addition, PSI's laboratory facilities in Pittsburgh, Pennsylvania have very extensive special testing capabilities, and can test a wide variety of innovative or exploratory construction materials.

PROJECT FEE SUMMARY

It is proposed to accomplish the required work on a unit price basis in accordance with the Schedule of Services and Fees. PSI's actual fees would be determined by the amount of technical time expended for this project and the amount of laboratory testing. However, for budgeting purposes, we have prepared a preliminary budget estimate for each phase of work requested. PSI has estimated the budget as **\$24,350.00** for the project. PSI has provided additional budget numbers for Exterior Pavement, Structural Steel Testing, Floor Flatness, and RH/pH Testing if those services are requested.

Our construction materials testing services will be accomplished on a unit price basis in accordance with the proposed scope of services, PSI fee schedule and our Budgetary Cost Estimate. Our estimate of scope and budget is based on the information provided and our assumptions listed, including our assumption of the construction schedule. If more detailed project information is available, we will be happy to review the additional data and work with you to revise our estimates. Additional testing or other services may be required as the project proceeds. The actual testing and services performed will be based on the project requirements and as requested and directed by the Owner's Representative or General Contractor. Our construction materials testing services will be performed pursuant to the PSI General Conditions, which are enclosed herewith and incorporated into this proposal. PSI's fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed.

The unit rates contained therein will remain in effect for the duration of the project. Hours worked up to and including 8 hours per day will be billed at the standard rates. Hours worked in excess of 8 hours per day; and on Saturdays; will be billed at an overtime rate of 1.5 times the regular rate. Sundays and PSI holidays will be billed at a premium rate of 2.0 times the regular rate. All rates quoted are inclusive of equipment costs, specialty materials and other incidental expenses.

Please note that our services do not include supervision or direction of the actual construction process or work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It should be understood that our firm would not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others. In this proposal, the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications, and design concepts. The term "continuous", as stated herein, shall mean the testing representative is on the site and in the general work area during the activity requiring observation and inspection.

AUTHORIZATION

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

If you have any questions or require additional information, please contact our office at 920-735-1200. We thank you for your business and we look forward to finding ways to grow our partnership, expand our services, and continue Building Better Together.



Respectfully submitted,

Professional Service Industries, Inc.

Patrick Bray
Branch Manager

James M. Becco, P.E.
Principal Consultant

Attachments: Proposal Acceptance Form
Estimated Budget
Fee Schedule – Construction Services
General Conditions



PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____, 2025
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Distribution of Reports:

Name	Email Address	Report Type				
		Soils/ Foundation	Reinforcing Steel	Concrete	Structural Steel	Asphalt and Concrete Pavement

7. Invoicing Address: _____

Attn: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:



Professional Service Industries, Inc.
3009 Vandenbroek Road
Kaukauna, Wisconsin 54130
Phone: (920)-735-1200

**CONSTRUCTION MATERIALS TESTING-
ESTIMATE WORKSHEET**
Project: Village of Harrison - Fire Rescue Station

	Quantity	Unit	Rate	Total
Earthwork				
•Estimated as 2 days at 3 hrs/day for subgrade observation/proofrolling				
•Estimated as 4 days at 3 hrs/day for subgrade preparation and fill compaction testing				
•Estimated as 6 days at 3 hrs/day for foundation subgrade observation and testing				
•Estimated as 4 days at 3 hrs/day for foundation wall compaction testing				
•Estimated as 3 days at 3 hrs/day for floor subbase compaction testing				
Project Set-up	1	Each	\$ 150.00	\$ 150.00
Engineering Technician	50	Hour	\$ 50.00	\$ 2,500.00
Engineering Technician OT	7	Hour	\$ 75.00	\$ 525.00
Vehicle Charge	19	Trip	\$ 30.00	\$ 570.00
Nuclear Density Gauge	11	Day	\$ 40.00	\$ 440.00
Modified Proctor (ASTM 1557)	2	Each	\$ 175.00	\$ 350.00
Standard Proctor (ASTM 698)	0	Each	\$ 150.00	\$ -
Grain Size Analysis (Mechanical)	2	Each	\$ 75.00	\$ 150.00
Secretarial (Scheduling/prepare reports)	9.5	Hour	\$ 25.00	\$ 237.50
Engineering Review / Report Distribution	9.5	Hour	\$ 75.00	\$ 712.50
Sub-Total				\$ 5,635.00

Concrete

•Estimated as 12 days at 3 hrs/day for foundations and foundation walls				
•Estimated as 5 days at 3 hrs/day for floor slabs				
•Estimated as 1 days at 3 hrs/day for elevated floor slabs				
•Estimated as 9 days at 1 hrs/day for cylinder pick up				
•Estimate based on 18 sets of five (5) concrete test cylinders (5 floor slabs, 1 elevated floor slabs, 12 footings/walls) Does Not Include Field Cured Cylinders.				
Engineering Technician	55	Hour	\$ 50.00	\$ 2,750.00
Engineering Technician OT	55	Hour	\$ 75.00	\$ 4,125.00
Compressive Strength Cylinder and Mold	90	Each	\$ 15.00	\$ 1,350.00
Vehicle Charge	27	Trip	\$ 30.00	\$ 810.00
Secretarial (Scheduling/prepare reports)	9	Hour	\$ 25.00	\$ 225.00
Engineering Review / Report Distribution	9	Hour	\$ 75.00	\$ 675.00
Sub-Total				\$ 9,935.00

Masonry Observations and Testing

- Estimated as 4 days at 3 hrs/day for Grout Prisms
- Estimated as 4 days at 3 hrs/day for Mortar Cubes
- Estimated as 4 days at 1 hrs/day for sample pick up
- Estimate based on 4 sets of 4 grout prisms and 4 sets of 3 mortar cubes

Engineering Technician Sr.	25	Hour	\$	55.00	\$	1,375.00
Engineering Technician Sr. OT	3	Hour	\$	82.50	\$	247.50
Compressive Strength Testing of Grout Prisms	16	Each	\$	20.00	\$	320.00
Compressive Strength Testing of Mortar Cubes	12	Each	\$	15.00	\$	180.00
Vehicle Charge	12	Trip	\$	30.00	\$	360.00
Secretarial (Scheduling/prepare reports)	4	Hour	\$	25.00	\$	100.00
Engineering Review / Report Distribution	4	Hour	\$	75.00	\$	300.00
Sub-Total						\$ 2,882.50

Exterior Pavement

- Estimated as 2 days at 3 hrs/day for subgrade observation/proofrolling
- Estimated as 4 days at 3 hrs/day for subgrade and base course compaction testing
- Estimated as 2 days at 3 hrs/day for asphalt compaction testing

Engineering Technician	20	Hour	\$	50.00	\$	1,000.00
Engineering Technician OT	4	Hour	\$	75.00	\$	300.00
Vehicle Charge	8	Trip	\$	30.00	\$	240.00
Nuclear Density Gauge	6	Day	\$	40.00	\$	240.00
Secretarial (Scheduling/prepare reports)	4	Hour	\$	25.00	\$	100.00
Engineering Review / Report Distribution	4	Hour	\$	75.00	\$	300.00
Sub-Total						\$ 2,180.00

Strucutal Steel Testing

- Estimated as 2 days at 8 hrs/day for steel inspections

Certified Weld Inspector	16	Hour	\$	125.00	\$	2,000.00
Certified Weld Inspector OT	0	Hour	\$	187.50	\$	-
Strucutal Steel Vehicle Charge	2	Each	\$	175.00	\$	350.00
Certified NDE Technician	0	Hour	\$	125.00	\$	-
NDE Equipment Charge	0	Each	\$	150.00	\$	-
Secretarial (Scheduling/prepare reports)	1	Hour	\$	25.00	\$	25.00
Engineering Review / Report Distribution	1	Hour	\$	75.00	\$	75.00
Sub-Total						\$ 2,450.00

Floor Flatness

- Estimated as 3 days at 3 hrs/day for floor flatness testing

Engineering Technician Sr.	6	Hour	\$	55.00	\$	330.00
Engineering Technician Sr. OT	3	Hour	\$	82.50	\$	247.50
Floor Flatness Meter	3	Each	\$	150.00	\$	450.00
Vehicle Charge	3	Trip	\$	30.00	\$	90.00
Secretarial (Scheduling/prepare reports)	1.5	Hour	\$	25.00	\$	37.50
Engineering Review / Report Distribution	1.5	Hour	\$	75.00	\$	112.50
Sub-Total						\$ 1,267.50

Total Estimated Cost **\$ 24,350.00**

Additional Services if Requested

RH/pH Testing of Concrete Floors

•Estimated as 25 probes and 8 days at 3 hrs/day for installation and reading

Senior Engineering Technician	20	Hour	\$	55.00	\$	1,100.00
Engineering Technician Sr. OT	4	Hour	\$	82.50	\$	330.00
Vehicle Charge	8	Trip	\$	30.00	\$	240.00
RH Smart Sensors	25	Each	\$	60.00	\$	1,500.00
pH Tests	25	Each	\$	10.00	\$	250.00
Calcium Chloride Tests (MVER)	0	Each	\$	40.00	\$	-
Secretarial (Scheduling/prepare reports)	4	Hour	\$	25.00	\$	100.00
Engineering Review / Report Distribution	4	Hour	\$	75.00	\$	300.00
<i>Sub-Total</i>						
				\$		3,820.00



Schedule of Services and Fees - Construction Materials Testing

Technical Services

Engineering services for field observations, test evaluation, report preparation and review, contract administration, supervision job-site meetings and consultation.

Principal Consultant	Per Hour	\$ 165.00
Principal Engineer	Per Hour	\$ 125.00
Project Engineer	Per Hour	\$ 85.00
Project Manager	Per Hour	\$ 75.00
Staff Engineer/Project Specialist	Per Hour	\$ 75.00
Secretarial	Per Hour	\$ 25.00

Field Testing Service

Technical services for on-site monitoring, testing and inspection.

Engineering Technician Services	Per Hour	\$ 50.00
1. Soil – sampling/density testing		
2. Concrete – sampling/testing		
3. Mortar/Grout – sampling/testing		
4. Asphalt sampling/density testing		

Senior Engineering Technician Services	Per Hour	\$ 55.00
1. Shallow footing and subgrade inspection		
2. Soil Stabilization inspection		
3. Drilled pier/pile inspection		
4. Reinforcing steel inspection		
5. Post-Tension inspection		
6. Masonry inspection		
7. Fire-Proofing testing		
8. Floor Flatness testing		

Structural Steel/NDE Technician Services		
1. Certified welding inspector/ICC structural inspector	Per Hour	\$ 125.00
Visual weld, bolt torque and shear stud		
2. Non-destructive evaluation of welds, UT, MP and PT.	Per Hour	\$ 155.00
3. Structural Steel Trip Charge	Per Day	\$ 175.00

Support vehicle/Trip charge	Per Day	\$ 30.00
Nuclear density gauge charge	Per Day	\$ 40.00
Floor Flatness equipment	Per Day	\$ 150.00
NDE equipment	Per Day	\$ 75.00
Windsor Probe equipment & probes	Per Day	\$ 50.00 + \$15.00 ea
Asphalt/Concrete Coring equipment	Per Day	\$ 225.00
Dimond bit core charge	Per Inch	\$ 5.00
Concrete Cylinder Molds, 6x12" / 4x8"	Per Box	\$ 40.00 / 50.00

Laboratory Testing Services

Concrete cylinder Compression test, (ASTM C39)		
Cylinders cast by PSI, 4x8 / 6x12	Each	\$ 15.00
Cylinders cast by others	Each	\$ 20.00
Cylinder trimming/grinding charge, when required	Each	\$ 10.00
Mortar Cube Compression test (ASTM C780)	Each	\$ 15.00
Grout Prism Compression test, (ASTM C1019)	Each	\$ 20.00
Concrete Core Testing, (ASTM C42)	Each	\$ 65.00
Moisture content (ASTM D2216)	Each	\$ 10.00
Organic content, (ASTM D2736)	Each	\$ 50.00
Percent Finer No. 200 Sieve (ASTM D1140)	Each	\$ 50.00
Sieve Analysis (ASTM C136/C117)	Each	\$ 75.00
Hydrometer Test (ASTM D422)	Each	\$ 150.00
Atterberg Limit test (ASTM D4318)	Each	\$ 100.00
Proctor Test- Std / Mod. (ASTM D698 / ASTM D1557)	Each	\$ 150.00 / \$175.00
CBR, 3pt. proctor not included (ASTM D1883)	Each	\$ 450.00
HMA Core Thickness & Specific Gravity (ASTM D2726)	Each	\$ 40.00
HMA Maximum Specific gravity (ASTM D2041)	Each	\$ 150.00
HMA Extraction/Gradation (ASTM D2172/D5444)	Each	\$ 300.00
SFRM Density (ASTM E605) or Cohesion/Adhesion (ASTM E736)	Each	\$ 45.00



CONSTRUCTION SERVICES FEE SCHEDULE NOTES

Unit prices attached are in effect for six (6) months from the date of this proposal. Services and fees not listed above will be quoted upon request. The above unit prices are subject to 5 (%) percent increase one (1) year from the date of this proposal, and annually thereafter.

Services will be charged on a whole hourly basis from the time the engineer or technician leaves the office until he/she returns from the project (portal to portal). All field services will be billed a three (3) hour minimum per trip.

Scheduling of field testing and observation services is required no less than 4:00 pm the working day prior to the date services are to be performed. Same day services will be billed at 1.5 times the applicable hourly rate according to availability of personnel. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.

Overtime rates are applicable for services performed more than 8 hours per day Monday through Friday, before 7:00 AM or after 5:00 PM, and for all hours worked on Saturdays. The overtime rate is 1.5 times the applicable hourly unit rate. Sundays and PSI holidays will be billed at a rate of 2.0 times the hourly rate. Surcharges for laboratory services during overtime hours or for expedited results may apply.

Transportation and per diem are charged at the applicable rates. Rates involving mileage (including transportation, mobilization, vehicle, and trip charges) are subject to change based upon increases in the national average gasoline price. A fuel surcharge shall be applied to invoices to offset the increase in fuel prices. Increases shall be made no more often than monthly. A per diem charge, if applicable, will be added.

For all PSI services, a project management/engineering review charge of at least 0.5 hour and clerical time of 0.5 hour will be billed for all reports issued for the scheduling & supervision of personnel and the evaluation & review of data and reports. A project set-up charge of \$150.00 applies to each project.

A 100-pound sample of each proposed fill material must be received in PSI lab five (5) days prior to use to perform the necessary laboratory testing. Less than this time for laboratory testing may result in a “rush” charge of 1.5 times the regular rate.

Charges for re-inspections or retests are not included in this estimate and will be invoiced at the unit rates included herein.

Project-specific safety training courses and drug screen testing will be invoiced at applicable hourly rates.

PSI reserves the right to withhold all reports until we receive a signed Proposal Acceptance or other acceptable written authorization to proceed with the work as outlined.

Issuance of Final Reports is subject to full payment of outstanding invoices.

Certificate of insurance cannot be provided without a signed contract.

All fees and services are provided in accordance with the attached PSI General Conditions.



GENERAL CONDITIONS

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. 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. 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.



GENERAL CONDITIONS

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.

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.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST 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. RECORDING: Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.

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

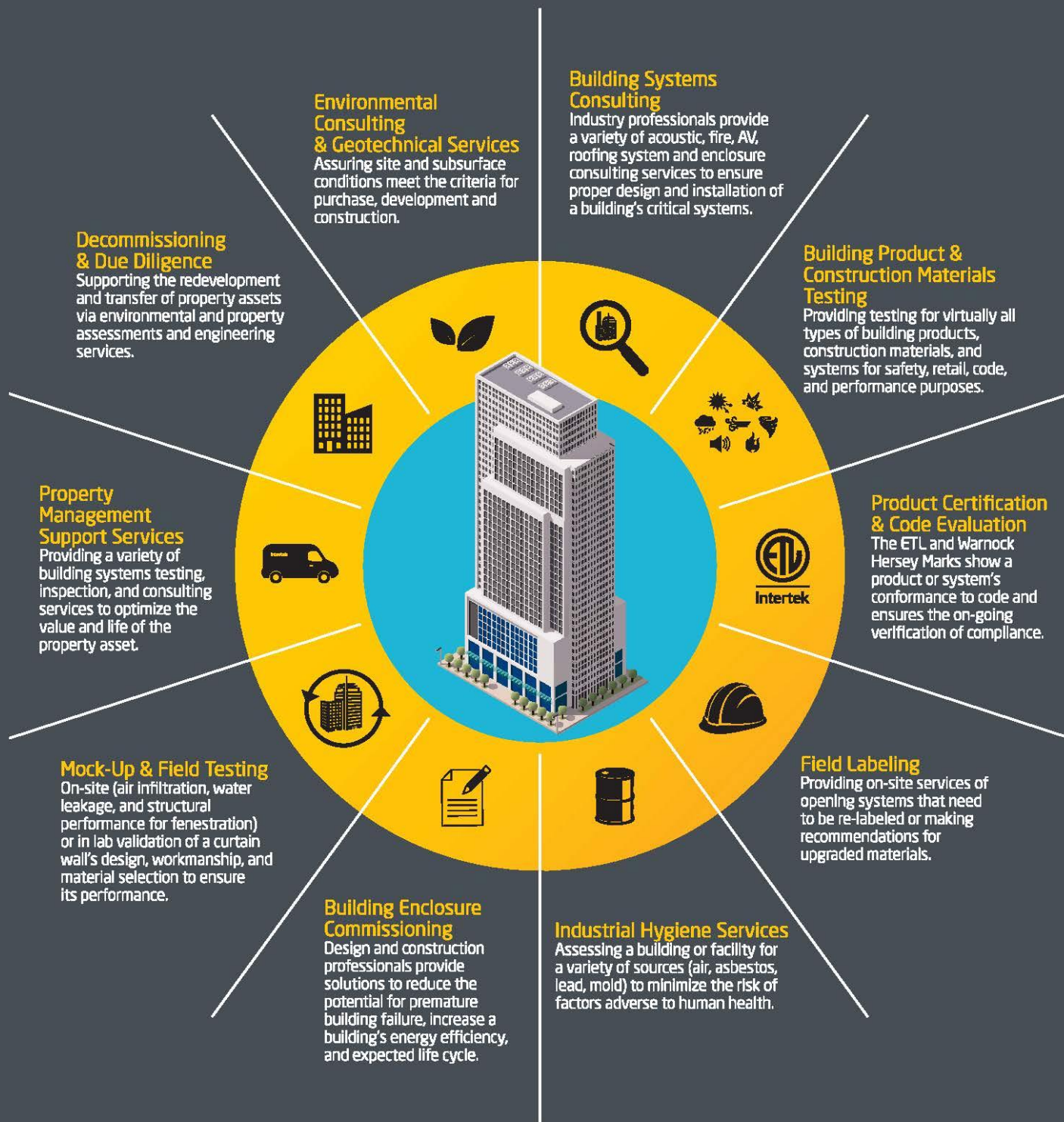
17. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it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

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

A COMPLETE BUILDING SOLUTION

Everything you need from start to finish - Assurance, Testing, Inspection, and Certification

intertek
Total Quality. Assured.



BCFSNA030-1

TOTAL QUALITY. ASSURED.