

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Resolution No. 4948

**A RESOLUTION ACCEPTING THE PROPOSAL OF
PROFESSIONAL SERVICE INDUSTRIES, INC.
FOR CONSTRUCTION MATERIALS TESTING
AND SPECIAL INSPECTION SERVICES FOR THE
NEW AQUATICS CENTER PROJECT; AND
DECLARING AN EMERGENCY**

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The proposal of Professional Service Industries, Inc. to perform construction materials testing and special inspection services for the New Aquatics Center Project in an amount not to exceed twenty-two thousand, three hundred eighty-five dollars (\$22,385.00) as set forth in their proposal dated April 16, 2019(Revised 5/8/19), a copy of which is attached hereto as Exhibit "A" be, and the same hereby is, accepted. Further, the Mayor be, and is hereby authorized on behalf of the City of Brecksville, to execute the necessary Work Authorization form.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need to commence with the project, therefore, said Resolution shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

PASSED: May 21, 2019

APPROVED: May 21, 2019


MAYOR


CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 4948 duly passed by the Council of the City of Brecksville, Ohio, on 5.21, 20 19 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 5.24, 20 19.


CLERK OF COUNCIL



April 16, 2019(REVISED 5/8/19)

Ms. Rebecca Riser
Director of Purchasing
City of Brecksville
9069 Brecksville Road
Brecksville, Ohio 44141
P: 440.526.2622
rriser@brecksville.oh.us

Re: Construction Materials Testing and Special Inspection Services
Blossom Hill Aquatics
One Community Drive
Brecksville, Ohio
PSI Proposal No. 0141-270032

Dear Ms. Riser:

In compliance with your request, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to provide construction materials testing and special inspection services for the above referenced project. This proposal contains the scope of services that would be required during construction and includes the Schedule of Fees that will be used during invoicing. The work will be performed pursuant to the PSI General Conditions. PSI's Schedule of Fees and PSI General Conditions are enclosed herewith and incorporated into this proposal.

PROPOSED SCOPE OF SERVICES

Based on our understanding of the project and its requirements, PSI proposes to provide the following scope of services during construction:

Site Preparation and Grading/Backfilling

- Observe proof-rolling operations of the subgrade prior to aggregate base placement and make recommendations for undercutting and/or stabilization, if required.
- Perform field density and moisture content tests of backfill.
- Perform laboratory testing of proposed fill soils to determine their suitability, and moisture content versus dry density relationship.

Foundation and Floor Slab Testing

- Perform foundation inspections, including verification of design depth and soil surface strength tests for shallow foundations.
- Test and evaluate the floor slab subgrade for compaction prior to concrete placement.



Structural Concrete Inspection, Sampling and Testing

- Inspect the installation of reinforcing steel and anchor bolts prior to the placement of concrete.
- Sample and test plastic concrete and mold compressive strength cylinders for structural concrete. Testing of the plastic concrete includes measurement of its slump, air content, and temperature.
- Perform laboratory compressive strength tests on cured concrete cylinders.
- Report the results of our field and laboratory tests to other members of the construction team, as you request.

Masonry Inspection, Sampling and Testing

- Periodic inspection of the installation of reinforcing steel for masonry walls, masonry unit cell cleanliness, verification of mortar and expansion joints and sample the placement of grout and mortar.
- Perform laboratory compressive strength tests on cured mortar, grout and masonry unit samples.
- Report the results of our field and laboratory tests to other members of the construction team, as you request.

Asphaltic Concrete Inspection, Sampling and Testing

- Temperature testing during placement of compacted asphaltic concrete.
- In-place field-density testing of compacted asphaltic concrete by Nuclear Methods.
- Extraction and gradation testing of bulk samples of asphaltic concrete paving.
- Report the results of our field and laboratory tests to other members of the construction team, as you request.

Structural Steel

- Structural steel will be inspected during erection on a periodic or continuous basis pending the statement of special inspections and/or the OBC.
- Representative welds will be visually inspected in general accordance with AWS D1.1.
- High strength bolted connections will be inspected with a calibrated wrench in accordance with AISC specification.

It is proposed that the fee for the performance of the above outlined services be determined on a unit price basis, in accordance with the attached Schedule of Service and Fees, and that work be performed pursuant to the PSI General Conditions. Copies of the PSI Schedule of Fees and General Conditions are enclosed herewith and incorporated into this proposal.

Please note that our services do not include supervision or direction of the actual 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 is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.

Under the scope of work covered by 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 Technician/Inspector is on the site and in the general work area during the activity requiring observation and testing.



The work performed by PSI will depend on the actual construction schedule. All work will be performed at the direction of the client. Prior to starting work on the project, it would be beneficial to meet to discuss a detailed schedule of your testing needs after which we can more accurately determine the total project testing budgets. PSI's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed.

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 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%. PSI appreciates the opportunity to offer its services to your project.

AUTHORIZATION

If this proposal is accepted and agreed to, PSI will proceed after receipt of signed intact proposal. When returning the proposal, please complete the attached Project Data Sheet so that your file can be properly established. PSI appreciates this opportunity and looks forward to working with you during the construction phase.

Sincerely,

PSI (Professional Service Industries, Inc.)

Alagaiya Veeramani, P.E.
Vice President

Brian D. Rice
Senior Project Manager

Attachments: Schedule of Fees
Project Data Sheet
General Conditions



Item					Estimated No. of Units	Unit Price	Extended Total
Site Preparation							
Grading	Estimate	5	inspections at	8	hours per inspection	40	Hours 50.00 /hr \$ 2,000.00
Paving	Estimate	5	inspections at	8	hours per inspection	40	Hours 50.00 /hr \$ 2,000.00
							\$ 4,000.00 Subtotal
Inspections							
Foundations							
Shallow Foundations	Estimate	3	inspections at	8	hours per inspection	24	Hours 40.00 /hr \$ 960.00
Reinforced Concrete							
Slab on Grade	Estimate	5	inspections at	8	hours per inspection	40	Hours 40.00 /hr \$ 1,600.00
Exterior. Concrete	Estimate	5	inspections at	8	hours per inspection	40	Hours 40.00 /hr \$ 1,600.00
Walls	Estimate	8	inspections at	8	hours per inspection	64	Hours 40.00 /hr \$ 2,560.00
Misc. Concrete	Estimate	5	inspections at	8	hours per inspection	40	Hours 40.00 /hr \$ 1,600.00
Structural Masonry							
	Estimate	6	inspections at	4	hours per inspection	24	Hours 40.00 /hr \$ 960.00
Structural Steel Erection							
Welding and Bolting Inspections	Estimate	6	inspections at	4	hours per inspection	24	Hours 80.00 /hr \$ 1,920.00
							\$ 11,200.00 Subtotal
Laboratory Services							
Concrete Compressive Strength Cylinder Test				5	per Set	26	Tests 15.00 /ea \$ 1,950.00
Mortar Compressive Strength Cylinder Test				6	per Set	6	Tests 15.00 /ea \$ 540.00
Grout Compressive Strength Cylinder Test				4	per Set	6	Tests 15.00 /ea \$ 360.00
Moisture Density Curves						2	Each 130.00 /ea \$ 260.00
							\$ 3,110.00 Subtotal
Miscellaneous Services							
Moisture Density Gauge						10	Days 45.00 /day \$ 450.00
Trip Charge						45	Trips 15.00 /trip \$ 675.00
Clerical						11	Hours 35.00 /hr \$ 385.00
Project Management and Report Review						25	Hours 95.00 /hr \$ 2,375.00
Project Setup Fee							190.00 \$ 190.00
							\$ 4,075.00 Subtotal
Total Estimated Costs:							\$22,385.00
No schedule available at time of estimate. Actual fees will vary depending on amount of actual work performed, weather delays, contractors' schedule, etc							



BLOSSOM HILL AQUATICS – CITY OF BRECKSVILLE
PSI 2018-2019 SCHEDULE OF FEES
PSI Proposal No. 0141-270032

FIELD TESTING SERVICES:

Soils, Asphalt, Concrete, Foundations, and Masonry:

Engineering Technician.....	Per Hour	\$ 40.00
Senior Engineering Technician	Per Hour	\$ 50.00
Floor Flatness Equipment.....	Per Day	\$ 90.00
Nuclear Density Equipment (for compaction control)	Per Day	\$ 45.00

Structural Steel / NDT Inspector:

Senior Engineering Inspector	Per Hour	\$ 80.00
UT Equipment	Per Day	\$ 65.00

Vehicle Transportation (portal-to-portal):

.....	Per Trip	\$ 15.00
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LABORATORY TESTING SERVICES

Compression Test Concrete – ASTM C-39	\$ 15.00 Each
(Includes molds, curing, capping and testing)	
Compression Test Concrete Cores – ASTM C-42	\$ 45.00 Each
(Includes molds, curing, capping and testing)	
Compression Test Mortar 2x2 Cubes – ASTM C-109.....	\$ 15.00 Each
Compression Test Grout Prisms – ASTM C-39 & C-1019.....	\$ 15.00 Each
Compression Test of Masonry Prisms – ASTM C-1314.....	\$ 150.00 Each
Compressive Test of CMU – ASTM C-140.....	\$ 85.00 Each
Concrete Flexural Beams – ASTM C-78.....	\$ 55.00 Each
Concrete Core Thickness – ASTM C-174	\$ 20.00 Each
Moisture Density Relationship-Standard – ASTM D-698	\$ 130.00 Each
Atterberg Limits – ASTM D-4318.....	\$ 75.00 Each
Gradation (Mechanical) – ASTM D-422	\$ 75.00 Each

ENGINEERING SERVICES (Services including site visits, engineering analysis & consulting)

Clerical.....	Per Hour	\$ 35.00
Project Manager	Per Hour	\$ 95.00
Professional Engineer, P.E.	Per Hour	\$ 120.00
Project Setup Fee.....	Per Project	\$ 190.00

REMARKS:

Services and fees not listed above will be quoted upon request. A per diem charge, if applicable, will be added. A two-hour project manager fee will be charged for initial project set-up. All technician charges are a minimum of four (4) hours and are portal to portal. Pick-up of concrete or soil samples will be billed on an hourly rate of the engineering technician. Interest may be added to delinquent accounts at the rate of one and one-half (1 ½) percent for each month of delinquency. The above unit prices are subject to six (6) percent increase one (1) year from the date of this proposal.

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of receipt of invoice.

Overtime rates will be applicable for services performed outside 7:00 a.m. and 5:00 p.m., Monday through Friday; for all hours worked on Saturdays, Sundays and holidays; and for all work in excess of 8 hours per day. The rate will be 1.5 times the applicable hourly rate.

Engineering time of one-half (0.5) hour (at project manager rate) and clerical time of two-tenth (0.2) hour, per technician day will be included for report review, data evaluation and contract administration. Engineering time of up to one-half (0.5) hour (at project manager rate) and clerical time of up to two-tenth (0.2) hour, per laboratory report will be included for report review, data evaluation and contract administration.

Scheduling or cancellation of field testing and observation services is required **no later than 4 PM through the Cleveland PSI office the working day prior** to the date the services are to be performed. **Services cancelled without advance notice will be assessed a minimum 4-hour charge.** Same day service may be billed at the overtime rate according to availability of personnel. Allow three working days for tests and evaluation of soil samples. Less than 24 hour notice for laboratory testing may result in a “rush” charge of 1.5 times the regular rate.

Miscellaneous materials and supplies, not normally provided such as tapes, rules, survey ribbon, photographic film, patching materials, etc., required to complete the assigned tasks will be charged to the client at cost + 15%.

Please note that PSI reserves the right to withhold all reports until such time as we receive a signed Contract Acceptance Order or other written authorization to proceed with the work as outlined. Issuance of Final Reports is subject to full payment of outstanding invoices.

Curing box and a source of electricity for climate control is the responsibility of the contractor. Security against theft or damaging of the curing box or the specimens within is the responsibility of the contractor.



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.



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.



Building Better Together.

