



PROPOSAL 251-451418

Construction Material Testing-Proposal

PROFESSIONAL SERVICE INDUSTRIES, INC.

724 Central Avenue
Jefferson, Louisiana 70121
Office: (504) 733-9411
Steven L. Stock
Project Manager/NDE

Leo Keegan
Regional Manager/NDE

PROJECT:

**Iberville Parish School Board Driveway
and Site Improvement-MSA West**

57955 St. Louis Road
Plaquemine, Louisiana 70764
Projects Base Bid & Alternate Bids-1&2

CLIENT:

Iberville Parish School Board

59125 Bayou Road
Plaquemine, LA 70764
IPSB Project No. 2598M01
Attn.: Mr. Evan Cagnolatti
Director of Facilities and Projects

Date: May 08, 2025



May 8, 2025

Iberville Parish School Board
59125 Bayou Road
Plaquemine, LA 70764
IPSB Project No. 2598M01
Attn.: Mr. Evan Cagnolatti
Director of Facilities and Project

Re: **Proposal Construction Material Testing Services**
Iberville Parish School Board Driveway
and Site Improvement-MSA West
57955 St. Louis Road
Plaquemine, Louisiana 70764
Projects Base Bid & Alternate Bids-1&2
PSI Proposal No. 0251-451418

To Mr. Cagnolatti

Intertek-Professional Service Industries, Inc., (PSI), is pleased to submit this proposal to provide construction materials testing and observation services for the Iberville Parish School Board Driveway & Site Improvements-MSA West, located in Plaquemine, Louisiana.

As America's largest independent testing firm and the nation's fourth largest consulting engineering firm, we bring extensive experience in providing professional engineering and materials testing services to clients in the Central and Southeast Louisiana area and nationwide. Intertek-PSI has technical capabilities, personnel and equipment resources and local expertise to provide you with superior engineering and testing services. The work will be performed from our Jefferson laboratory that is CCRL/AMRL certified as well as USACE validated and operates in accordance with ASTM C1077 and ASTM E-329.

Scope of Services

Intertek-PSI proposes to provide professional engineering and materials testing services on a unit-price basis, **not-to-exceed \$10,070.00 without prior written authorization from Iberville Parish School Board.**

The total fees will be determined by the actual amount of technical time expended for this project and the actual quantity of laboratory tests performed. The work performed by Intertek-PSI will depend on the actual schedule, methods, means and sequence of construction. Our services will be performed at the direction of your designated representative on an "On-Call" basis. Prior to starting work on the project, it would be beneficial to meet to discuss a detailed schedule of your testing needs as well as the proposed construction methods, means and sequence after which we can more accurately determine the total project testing budget.

Please note that our services do not include supervision or direction of the actual work. Also, neither the presence of our field representative nor the observation and testing by our firm shall imply Intertek-PSI's responsibility for deficiencies discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Overall job site safety will be the responsibility of others; however, our personnel will ensure that their activities are safely performed and are in accordance with the project requirements including its overall safety plan.

Construction Hive TM is being employed as the primary report distribution platform by Intertek-PSI to provide better experience for 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 TM has powerful report viewing, retrieval and search capabilities that allow you to find the information you are looking for faster and with greater ease. Some of the Construction Hive TM options available include:

- Email notification of the posting of each report upon review and release by the PSI Project Manager.
- Email summary notification at the beginning or end of each day of all reports reviewed and released since the last notification.

Services requested but not quoted in this proposal will be performed in accordance with the attached "Schedule of Services and Fees". It is also proposed that the work be performed pursuant to Intertek-PSI's General Conditions. A copy of the General Conditions is enclosed herewith and incorporated into this proposal.

Authorization

Intertek-PSI will proceed with the work and will issue the daily materials testing and inspection reports after receiving a signed copy of this proposal intact or a purchase order referring to this proposal by number and date. When returning this proposal, please complete the attached Project Data Sheet so that your file can be properly established.

Respectfully Submitted,

Steven L. Stock

Steven L. Stock
Project Manager
Construction Services/NDE

A handwritten signature in blue ink, appearing to read "Leo Keegan".

Leo Keegan
Department Manager
Construction Services/NDE

Attachments: Estimated Scope of Work
 Schedule of Service and Fees
 Special Instructions/Notes of Understanding
 Authorization Sheet
 Project Data Sheet
 General Conditions

ESTIMATED SCOPE OF WORK

Based on our review of available bid documents, we have developed the budget below. Actual frequencies and quantities should be verified by the Client before the start of work. The proposed testing will be performed in general accordance with project specifications and other applicable standards.

Earthwork: *Perform sample pick-ups of materials, and compaction testing on a call-out basis. Perform laboratory tests, in general accordance with the applicable standards, required for the proposed materials.*

Section	Line Item	Unit Rate	Est Qty	Est. Fees
Earthwork Inspection	Engineering Technician	\$45.00 Hour	32	\$ 1,440.00
Earthwork Inspection	Nuclear Density Equipment	\$60.00 day	4	\$ 240.00
Earthwork Inspection	LAB Proctor STANDARD	\$165.00 Each	2	\$ 330.00
Earthwork Inspection	LAB Dry Sieve Coarse	\$115.00 Each	2	\$ 230.00
Earthwork Inspection	LAB Minus 200 Wash	\$45.00 Each	2	\$ 90.00
Earthwork Inspection	LAB Atterberg Limits Determination	\$75.00 Each	2	\$ 150.00
Earthwork Inspection	Trip/Vehicle	\$100.00 Each	4	\$ 400.00
Earthwork Inspection	Reports	\$40.00 Each	10	\$ 400.00
		Earthwork Inspection	Estimated Cost:	\$ 3,280.00

Concrete: Perform concrete placement observation, slump and air content determinations and cast test specimens for compressive strength testing. The proposed testing will be performed in accordance with project specifications and other applicable standards. Additional hours and trips for specimen retrieval are included.

Section	Line Item	Unit Rate		Est Qty	Est. Fees
Concrete Inspection	Concrete Inspection Technician	\$45.00	Hour	32	\$ 1,440.00
Concrete Inspection	Concrete Pick-Up Test Cylinders	\$45.00	Hour	16	\$ 720.00
Concrete Inspection	LAB Compressive Strength 4x8 Cylinder	\$30.00	Each	20	\$ 600.00
Concrete Inspection	Trip/Vehicle	\$100.00	Each	8	\$ 800.00
Concrete Inspection	Reports	\$40.00	Each	12	\$ 480.00
Estimated Concrete Inspection					\$ 4,040.00

Vibration Monitoring- (If Needed) Perform field vibration monitoring inspection and observation, during any project site demolishing of existing structures. The proposed testing will be performed in accordance with project specifications and other applicable standards.

Section	Line Item	Unit Rate		Est Qty	Est. Fees
Vibration Monitoring	Vibration Monitoring Technician	\$45.00	Hour	40	\$ 1,800.00
Vibration Monitoring	Vibration Monitoring Equipment	\$60.00	Day	5	\$ 300.00
Vibration Monitoring	Trip/Vehicle	\$60.00	Each	5	\$ 300.00
Vibration Monitoring	Reports	\$40.00	Each	5	\$ 200.00
Estimated Concrete Inspection					\$ 2,600.00



Miscellaneous Charge: Charge of project start-up.

Section	Line Item	Unit Rate		Est Qty	Est. Fees
Other	Project Start-Up	\$150.00	Each	1	\$150.00
				Estimated Other Inspection	\$ 150.00

TOTAL ESTIMATED BUDGET:					\$ 10,070.00
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The quantities and fees provided in this proposal are Intertek-PSI's estimate based on information provided by Client and Intertek-PSI's experience on similar projects. The actual total amount due to Intertek-PSI shall be based on the actual final quantities provided by Intertek-PSI at the unit rates provided herein.



Professional Service Industries, Inc.
724 Central Avenue
Jefferson, Louisiana 70121
Phone: (504) 733-9411

Schedule of Services & Fees

TECHNICAL SERVICES

Engineering Services for field observations, report review, consultation, special inspection submittal preparation, contract administration, attend pre-construction and progress meetings. Test evaluation and supervision of laboratory/field personnel will be billed at a rate of \$40.00 per report.

PERSONNEL/OFFICE SERVICES-(IF NEEDED)

Chief Engineer	Per Hour	\$ 185.00
Principal Consultant	Per Hour	\$ 175.00
Senior Engineer/Geologist/Manager	Per Hours	\$ 155.00
Project Engineer/Manager	Per Hour	\$ 125.00
Concrete mix design review, ACI 301	Each	\$ 175.00

PERSONNEL/FIELD SERVICES

Engineering Technician:

Field Density Testing – Soils/Aggregate		
Sample/Cylinder Pick Up		
Timber Pile Plant Inspection		
Field Asphalt Testing & Observation		
Field Masonry Testing & Observation		
Vibration Monitoring		
Pile Monitoring & Observation		
Field Concrete Testing & Observation	Per Hour	\$ 45.00

Laboratory Testing:

Laboratory testing of concrete specimens in accordance with ASTM procedures and project specifications.

Compressive Strength of Concrete Cylinders (4x8) *	Each	\$ 30.00
Compressive Strength of Concrete Cylinders (6x12) *	Each	\$ 30.00
*Includes reserve cylinders		
Compressive Strength cast by others (includes trim and cap)	Each	\$ 50.00
Mortar and Grout Cubes	Each	\$ 40.00
Moisture Density Relationship of soils.		
ASTM D-698 (Standard Proctor)	Each	\$ 165.00
ASTM D-1557 (Modified Proctor)	Each	\$ 195.00
Materials in Soils Finer than #200 Sieve (ASTM D-1140)	Each	\$ 45.00
Atterberg Limits Determination (ASTM D-4318)	Each	\$ 75.00
Sieve Analysis	Each	\$ 110.00
Moisture Content	Each	\$ 35.00
Organic Content	Each	\$ 45.00
Lime or Cement Series Determinations	Each	\$ 875.00

EQUIPMENT

Nuclear Density Equipment	Per Day	\$ 60.00
Vibration Monitoring Equipment	Per Day	\$ 60.00



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Special Instructions/Notes of Understanding

- 1) Unit prices attached are in effect for twelve (12) months from the date of this proposal. Services and fees not listed above will be quoted upon request.
- 2) Services will be charged from the time the engineer or technician leaves our Jefferson, LA office until he/she returns from the project (portal to portal). All field services will be billed a four (4) hour minimum per trip. Vehicle charges for on-site services will be based on \$100.00 per trip to the project site. Vehicle charges for off-site services will be assessed at the on-site services rate, or at a rate of \$0.70 per mile, whichever is greater.
- 3) A project set-up charge of \$150.00 will be assessed to cover administrative costs.
- 4) Scheduling or cancellation of field testing and observation services is required 24 hours prior to services being performed on the next business day. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 5) Additional safety training required to gain access to the site will be charged \$150 per hour.
- 6) Overtime rates are applicable for services performed more than 8 hours per day Monday through Friday, and for all hours worked on Saturdays, Sundays, and holidays. The overtime rate is 1.5 times the applicable hourly unit rate. Surcharges for laboratory services during overtime hours or for expedited results may apply.
- 7) The minimum billing increments for all labor is rounded up to the nearest ½ hour.
- 8) Transportation and per diem are charged at the applicable rates. Rates involving mileage (including transportation, mobilization, vehicle, and trip charges for offsite inspections) 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.
- 9) Unless noted otherwise: Concrete cylinders are made in accordance with ASTM C-31(4x8 cylinders)
- 10) For all Intertek-PSI services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) A final inspection charge of a minimum of two hours at a Project Manager rate applies to all special inspection projects.
- 12) 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 contamination 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 eliminated. However, Intertek-PSI offers a wide array of professional Moisture, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. Intertek-PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, Intertek-PSI will submit a proposal for these additional services under a separate cover for your review and authorization.
- 13) Although Intertek-PSI will provide vibration monitoring services, Intertek-PSI has no right or obligation to stop the contractor's work. The contractor will defend and hold Intertek-PSI harmless for any claims filed by the owners or occupants of nearby structures who claim that the vibrations damaged their structures or interfered with their business. Intertek-PSI shall be named as an additional insured on the Contractor's insurance for claims related to vibration monitoring damage.



Authorization Sheet

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions and return one copy of the authorized proposal to our office.

Authorized By (please print)

Signature

Title

Firm

Address

City

State

Zip Code

Telephone

Date

Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Approval Party

Project Data Sheet			
Project Physical Address:			
Project Manager:			
Mobile No.:		Email:	
Site Contact:			
Mobile No.:		Email:	
Distribution of Test Reports			
<u>Contact Name/Company</u>		<u>Email Address</u>	

General Conditions

1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. ("PSI") shall include said company or its 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 all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees if 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 of 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 notified, 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 all claims which.

A 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 LAIM, 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 THE 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. The 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.

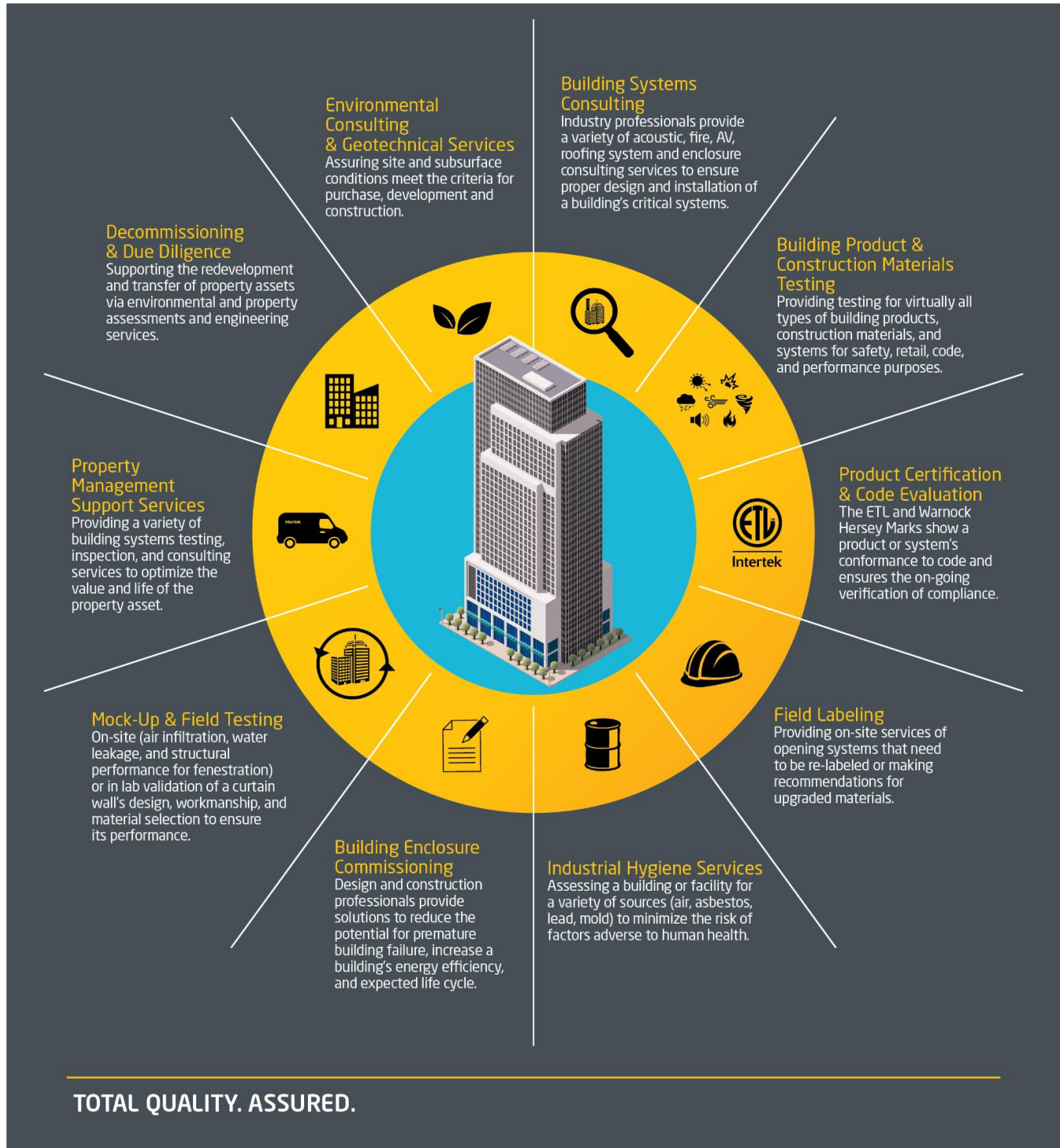
17. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it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

B-900-11 (14)

A COMPLETE BUILDING SOLUTION

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





The ever increasing challenges of designing, constructing, and maintaining a building can be difficult for any organization to navigate. From compliance to local and national codes, to ensuring an efficient design, to property management, Intertek-PSI-MT's team of architects, engineers, scientists, and technicians understand firsthand the complexities of successfully constructing a commercial building. Our full suite of services give us unique insight into all phases of a project. Regardless of the project size or complexity, Intertek-PSI-MT delivers engineering, consulting, and testing services to support site selection, design, construction, and property management.

As a leader in providing comprehensive solutions to industries around the globe, Intertek-PSI-MT prides itself on bringing the expertise and services necessary for our clients to meet all of their needs across their entire operation. **Our Assurance, Testing, Inspection, and Certification (A.T.I.C.)** suite of services ensures that whatever your needs may be – assurance, testing, inspection, certification, or all of the above, that those needs will be met by Intertek-PSI-MT.



800.WORLD.LAB



icenter@intertek.com



intertek.com/building



● Intertek Building & Construction Group



Site Selection

A diverse range of services from geotechnical investigations, due diligence, industrial hygiene, and site surveys, for your building environment.



Design Phase

Our expertise offers engineering, consulting, evaluation, and peer review to ensure a well designed project.



Building Product & Construction Materials

The most comprehensive suite of testing and certification services for construction materials and building products.



Construction Project

Vital services throughout the construction process including inspection, testing, monitoring, mock-ups, and consulting.



Building Maintenance

Evaluation of a building's condition through inspection and testing, investigation, and remediation plan development.



Decommissioning & Transfer

Services that expedite and ensure compliance of the transfer or decommissioning of property or building.