

210

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Professional Service Industries, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide certain professional engineering services, including construction materials testing for the construction of paving, drainage and water line supply for Sansbury Boulevard from Grand Estates Drive to Canyon Lake Drive, under the Fort Bend County 2013 Mobility Bond Program – Sansbury Boulevard – Grand Estates Drive to Canyon Lake Drive – Project No. 13111 (hereinafter "Services") pursuant to SOQ 14-025; and

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

Contractor shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).

Section 2. Personnel

2.1 Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.

2.2 All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the

opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

3.1 Contractor's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is thirty thousand nine hundred fifty-five dollars and 00/100 (\$30,955.00). In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.

3.2 All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3.3 County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy and two (2) original hard copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

4.1 Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of thirty thousand nine hundred fifty-five dollars and 00/100 (\$30,955.00), specifically allocated to fully discharge any and all liabilities County may incur.

4.2 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed thirty thousand nine hundred fifty-five dollars and 00/100 (\$30,955.00).

Section 5. Time of Performance

Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and end no later than twelve (12) months thereafter.

Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.

Section 6. Modifications and Waivers

6.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

6.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

6.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 7. Termination

7.1 Termination for Convenience

7.1.1 County may terminate this Agreement at any time upon forty-eight (48) hours written notice.

7.2 Termination for Default

7.2.1 County may terminate the whole or any part of this Agreement for cause in the following circumstances:

7.2.1.1 If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

7.2.1.2 If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

7.2.2 If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7.1 above.

7.3 Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.

7.4 If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

10.1 Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

10.1.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

10.1.2 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

10.1.3 Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

10.1.4 Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

10.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability. All Liability policies including Workers' Compensation written on behalf of Contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

10.3 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

Section 11. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.

Section 12. Confidential and Proprietary Information

12.1 Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not

to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.

12.2 Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.

12.3 Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

12.4 Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

12.5 Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas

Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

Section 13. Independent Contractor

13.1 In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.

13.2 Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 14. Notices

14.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

14.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Engineering Department
Attn: County Engineer
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

Contractor: Professional Service Industries, Inc.
Attn: Glen Ceburn, Dept. Manager, Construction Services
3730 Dacoma Street
Houston, Texas 77092

14.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 14.1 and 14.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

14.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

14.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 15. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 16. Performance Warranty

16.1 Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

16.2 Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 17. Assignment

17.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

17.2 Neither party may delegate any performance under this Agreement.

17.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 18. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 19. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 20. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 22. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 23. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

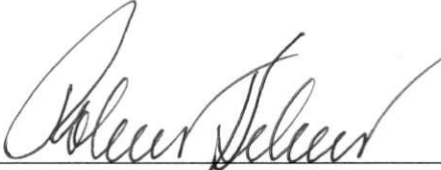
Section 24. Conflict

In the event there is a conflict between this Agreement and the attached exhibits, this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2015.

FORT BEND COUNTY

PROFESSIONAL SERVICE INDUSTRIES, INC.


Robert E. Hebert, County Judge


Iradj Ayazi, Vice President

5-5-2015
Date

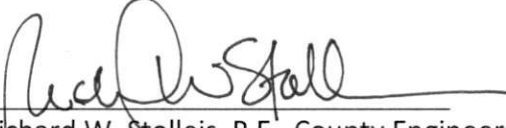
4/29/15
Date

ATTEST:


Laura Richard, County Clerk



APPROVED:


Richard W. Stolleis, P.E., County Engineer

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$30,955.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

MDS

EXHIBIT A

April 24, 2015

Attn: Stacy Slawinski, P.E.
Assistant County Engineer - Projects
Fort Bend County
1402 Band Road, Suite 100
Houston, TX 77040

Office: 281-633-7508
stacy.slawinski@fortbendcountytexas.gov

**Re: Proposal to Provide Professional Services
Construction Materials Engineering and Testing
Proposed Paving, Drainage & Water Line for
Sansbury Blvd. From Grand Estates Dr. to Canyon Lake Dr.
Fort Bend County, Texas
PSI Proposal No.: 0201-150859**

Dear Mr. Slawinski;

Professional Service Industries, Inc. (PSI) is pleased to submit to Fort Bend County the following proposal for construction materials testing and inspection services for the Sansbury Blvd. street improvement project in Fort Bend County, Texas.

PSI is a national family of consulting engineering and testing offices specializing in materials testing and inspection, environmental consulting, and geotechnical engineering services. We are one of the nation's leading consulting engineering firms with more than 3,000 employees in 130 offices located throughout the United States.

PSI performs a complete range of engineering and testing services including:

- Environmental Consulting Services
(Site Assessments, Asbestos, Lead Paint, Indoor Air Quality Services)
- Geotechnical Engineering and Drilling Services
- Construction Materials Testing
- Non Destructive Testing
- Facilities Consulting

PSI's central office for the Houston region is located at 3730 Dacoma Street. In addition, PSI has three satellite offices; Spring, La Porte and Clute, from which we can provide additional support to your project.

PSI proposes to provide experienced qualified technical personnel to perform services in general accordance with the project plans and specifications. PSI will perform these services as requested by the client. Iradj Ayazi, PE will be the responsible registered Engineer for your project.

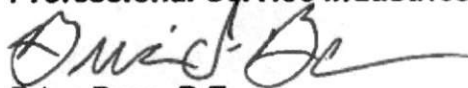
PSI proposes that the work be accomplished on a unit rate basis in accordance with the attached Schedule of Services and Fees and that the work be performed pursuant to the PSI General Conditions. PSI's fee would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed. Copies of the PSI Schedule of Services and Fees, and General Conditions are attached and incorporated into this proposal.

To serve as authorization to proceed please sign below and return one (1) copy of this proposal intact. PSI cannot issue reports until a signed copy of the proposal or alternate form of contract is received.

In addition, we would appreciate it if you would complete and return the attached Project Data Sheet so that we can set up your project file.

We trust that the attached information is sufficient for your needs. After you have had an opportunity to review our proposal we will contact you to answer any questions you might have or provide additional information regarding your project.

Respectfully,
Professional Service Industries, Inc.


Brian Bass, P.E.
Project Engineer


Glenn Cebrun
Dept. Manager, Construction Services

Attachments: Cost Estimate
Schedule of Services & Fees
General Conditions
Project Data Sheet

AGREED TO THIS _____ DAY OF _____, 20____

BY: _____

TITLE: _____

FIRM: _____



PROFESSIONAL SERVICE INDUSTRIES, INC.1714 Memorial Drive * Houston * TX 77007 * 713-224-2047
Construction Materials EstimateFort Bend County
PSI Proposal No.: 201-150859
4/24/2015
Page 3 of 8**CONSTRUCTION MATERIALS COST ESTIMATE****FBC MUD 116**Proposed Paving, Drainage & Water Line For
Sansbury Blvd. (Grand Estates Dr. to Canyon Lake Dr.)

Description of Services	Quantity	Unit Fee	Unit	Total
Soils Testing				
Senior Technician	176	\$48.00	hour	\$8,448.00
Use of Nuclear Gauge	176	\$7.00	hour	\$1,232.00
Vehicle Charge	176	\$8.00	hour	\$1,408.00
Moisture Density Relationship, D698	4	\$130.00	each	\$520.00
Atterberg Limits, D4318	3	\$45.00	each	\$135.00
Compressive Strength, CSS	8	\$50.00	each	\$400.00
<i>Subtotal</i>				\$12,143.00
Concrete Inspections				
Senior Technician	72	\$46.00	hour	\$3,312.00
Cylinders Pick Up	24	\$46.00	hour	\$1,104.00
Vehicle Charge	96	\$85.00	trip	\$8,160.00
Compressive Strength Test (Cylinders)	120	\$17.00	each	\$2,040.00
<i>Subtotal</i>				\$14,616.00
Coring				
Coring (6" dia. up to 8" thickness)	7	\$80.00	each	\$560.00
Cores Thickness Measurement	7	\$76.00	each	\$532.00
<i>Subtotal</i>				\$1,092.00
Project Manager/Miscellaneous				
Project Manager/Engineer Report Review	24	\$95.00	hour	\$2,280.00
Monthly Meetings/Site Visit	8	\$95.00	hour	\$760.00
Vehicle Charge	8	\$8.00	hour	\$64.00
<i>Subtotal</i>				\$3,104.00

TOTAL ESTIMATED COST:**\$30,955.00**

PROFESSIONAL SERVICE INDUSTRIES, INC.

3730 Dacoma Street * Houston * TX 77092 * 713-224-2047

Schedule of Services & Fees

Effective January 2015 – Valid through December 2015

CONSTRUCTION MATERIALS TESTING

Personnel Rates

	UNIT	AMOUNT
Chief Engineer/Scientist	per hour.....	\$ 140.00
Professional Engineer	per hour.....	\$ 125.00
Project Engineer	per hour.....	\$ 95.00
Project Manager	per hour.....	\$ 95.00
AWS Certified Welding Inspector (4 hour minimum)	per hour.....	\$ 80.00
Overtime	per hour.....	\$ 120.00
Roofing/Waterproofing Inspector (4 hour minimum)	per hour.....	\$ 55.00
Overtime	per hour.....	\$ 82.50
Drafting	per hour.....	\$ 42.00
Administrative	per hour.....	\$ 32.00

Field Testing Service Rates

Senior Engineering Technician (ACI or NICET Certified)	per hour.....	\$ 62.00
Senior Engineering Technician (4 hour minimum).....	per hour.....	\$ 48.00
Overtime.....	per hour.....	\$ 72.00
a. Asphalt Batch Plant Inspection		
b. Concrete Batch Plant Inspection		
c. Drilled Pier, Pile and/or Foundation Inspection		
d. Field Compaction Testing and Observation		
e. Laboratory Technician		
f. Pre-cast Concrete Inspection		
g. Sample Pick Up		
h. Soil Cement or Lime Stabilization Inspection		
Engineering Technician (4 hour minimum)	per hour.....	\$ 46.00
Overtime.....	per hour.....	\$ 69.00
a. Concrete Placement Inspection		
b. Cylinder/Cube/Beam Pick Up (2 hour minimum)		
Coring		
a. Concrete Pavement (Minimum)	min charge	\$ 255.00
Up to 8 Inch Thickness, 4 Inch Diameter Bit	per core	\$ 83.00
b. Structural Concrete	will quote upon request	
c. Asphaltic Concrete Pavement (Minimum)	min charge	\$ 255.00
Up to 4 Inch Thickness, 4 Inch Diameter.....	per core	\$ 76.00
Note: Larger diameters or thicknesses required will be cored at the rate of \$1.60 per inch thickness and per inch diameter.		
Floor Flatness Inspection	per trip	\$ 835.00
Field Sieve Analysis	each	\$ 14.00
Field Percent Solids of Lime Slurry	each	\$ 21.00

Equipment Rates

James R-Meter	per day	\$ 70.00
Nuclear Density Gauge	per hour.....	\$ 7.00
Skidmore Wilhelm.....	per day	\$ 121.00
Ultrasonic Testing Equipment.....	per day	\$ 100.00
Vehicle Charge (4 hour minimum)	per hour.....	\$ 8.00



PROFESSIONAL SERVICE INDUSTRIES, INC.
 3730 Dacoma Street * Houston * TX 77097 * 713-224-2047
Schedule of Services & Fees
Effective January 2015 – Valid through December 2015

Laboratory Testing Rates

Concrete

Laboratory testing of concrete, mortar, and grout specimens:

a. Concrete Compressive Strength	each	\$ 17.00
b. Reserves Not Tested	each	\$ 17.00
c. Lightweight Concrete Compressive Strength	each	\$ 17.25
d. Density of Lightweight Concrete Cylinders	each	\$ 25.00
e. Flexural Concrete Strength (beams)	each	\$ 30.00
f. Concrete Tensile Strength	each	\$ 39.00
g. Compressive Strength of Cubes	each	\$ 16.00
h. Compressive Strength of Grout Prisms	each	\$ 25.00
i. Preparation and Testing of Concrete Cores	each	\$ 50.00

Facia Brick

Absorption and Saturation	set of 5	\$ 231.00
Compressive Strength	set of 5	\$ 231.00
Compressive Strength of Masonry Prisms	each	\$ 323.00
Compressive Strength of Masonry or Concrete Block	each	\$ 160.00

Mix Design

a. Testing of Aggregates (absorption, specific gravity, unit weight)	per series	\$ 110.00
b. Proportioning and Preparation of Concrete	per point	\$ 323.00
Note: Cylinders and Sampling of Materials will be charged at applicable rates.		
c. Concrete Mix Design Review for Compliance to ACI or ASTM Standards	each	\$ 225.00

Soils and Aggregates

Moisture/Density Relationship of Soil (Proctor Test):

a. ASTM D 698 & D 1557, Method B	each	\$ 130.00
b. ASTM D 698 & D 1557, Method C	each	\$ 160.00
c. Relative Density Determination	each	\$ 185.00

Atterberg Limits Determination (PI)

each	\$ 70.00
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Material Finer Than #200 Sieve

each	\$ 55.00
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Sieve Analysis of Aggregates

each	\$ 62.00
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Compressive Strength of Soil Cement

each	\$ 62.00
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Lime Series Curve (Soil Amendment Series)

each	\$ 275.00
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Grain Size Analysis, Mechanical and Hydrometer

each	\$ 185.00
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Los Angeles Abrasion Test of Aggregates

each	\$ 224.00
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Bearing Ratio Test (CBR), ASTM D 1883

each	\$ 212.00
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Note: Moisture/Density Relationship of Soil not included.

Permeability Test:

a. Falling Head	each	\$ 220.00
b. Constant Head	each	\$ 255.00
c. Remolded Sample	each	\$ 70.00

Organic

each	\$ 70.00
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PROFESSIONAL SERVICE INDUSTRIES, INC.
 3730 Dacoma Street * Houston * TX 77097 * 713-224-2047
Schedule of Services & Fees
Effective January 2015 – Valid through December 2015

Asphaltic Concrete

a. Molding Specimens (3 specimens)	per set	\$ 95.00
b. Density (3 specimens).....	per set	\$ 95.00
c. Stability (3 specimens)	per set	\$ 95.00
d. Extraction and Gradation	each	\$ 165.00
e. Theoretical Specific Gravity	each	\$ 120.00
Thickness Determination of Asphaltic Concrete Cores	each	\$ 15.00
Density Determination of Asphaltic Concrete Cores.....	each	\$ 20.00
Mix Design Review	each	\$ 130.00

Remarks

1. PORTAL TO PORTAL: All hours are portal to portal from 3730 Dacoma Street in Houston, Texas.
2. HOURS/OVERTIME: Fractions of hours will be billed as whole hours. Overtime is classified as all hours worked over eight (8) hours per day and hours worked after 5:00 p.m. weekdays and any hours worked on Saturdays, Sundays or Holidays.
3. PER DIEM: Per Diem will be charged at \$40.00 per day per man and Cost + 15% for Motel/Hotel Expenses.
4. PROPOSAL VALIDITY: Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
5. ADDITIONAL SERVICES: Services and fees not listed will be quoted upon request.
6. REPORT REVIEW: Project Manager/Engineer to schedule and supervise personnel and evaluate and review reports will be billed at a minimum of 0.2 hours per report issued.
7. RUSH CHARGES: Laboratory testing requiring overtime, weekend or holiday work will be invoiced at applicable test rate plus technician overtime charges.
8. SAFETY AND TRAINING: Safety training courses and drug screen testing will be invoiced at applicable hourly rates. The drug screen and safety course fees will be invoiced at cost + 15%.
9. PROJECT SET UP: A project set-up charge of a 2 hour minimum applies to all projects.
10. ENGINEERING LETTER: Should an engineering letter from PSI be required for a Certificate Of Occupancy (COO) permit, certain inspections may be required. Please contact PSI prior to construction for further information.



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



PROJECT DATA SHEET

PROJECT INFORMATION

Project Name: _____
Project Location: _____
Your Job No.: _____ Purchase Order No.: _____

CONTACT INFORMATION

Project Manager: _____ Phone: _____
Email Address: _____ Fax: _____
Site Contact Name: _____ Phone: _____
Email Address: _____ Fax: _____

REPORT DISTRIBUTION (Email addresses required)

Copy To: _____	Copy To: _____
_____	_____
_____	_____
Email: _____	Email: _____
Copy To: _____	Copy To: _____
_____	_____
_____	_____
Email: _____	Email: _____

INVOICE Information

Company Name: _____
Mailing Address: _____ Phone: _____
_____ Fax: _____
Attn: _____ Email Address: _____

MISCELLANEOUS

Other Pertinent Information: _____

COMPLETED BY:

Name: _____ Phone: _____
Title: _____ Email Address: _____



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