



Proposal Number: 0435-367398 R1  
March 11, 2022

Professional Service Industries, Inc.  
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Fax: +1 210 342 9401

Hunton Andrews Kurth, LLP  
600 Travis Street, Suite 4200  
Houston, TX 77002

Attention: Michael A. Bender  
Email: [MBender@andrewskurth.com](mailto:MBender@andrewskurth.com)

Re: **Proposal for Phase I Environmental Site Assessments**  
Horizon Montessori Public Schools  
Rio Grande Valley, TX  
Proposal Number: 0435-367398 R1

Dear Mr. Bender:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit this proposal to conduct a Phase I Environmental Site Assessment (ESA) at the subject property. Presented below is a review of provided project information, the proposed Phase I ESA scope of services, requested additional services beyond the Phase I ESA, information about User responsibilities, our proposed schedule, and fee.

#### **PROJECT INFORMATION**

Based on the information provided to PSI, the subject property consists of 9 public school properties with the following addresses:

- 519 S. Texas Boulevard, Weslaco, TX 78596
- 1223 W. Sugar Cane Drive, Weslaco, TX 78599
- 1118 W. Sugar Cane Drive, Weslaco, TX 78599
- 2402 E. Business 83, Weslaco, TX 78596
- 320 N. Main Street, McAllen, TX 78501
- 2900 N. Mile 1 East, Mercedes, TX 75870
- 2046 Mile 4 East, Mercedes, TX 75870
- 2802 S. 77 Sunshine Strip, Harlingen, TX 78550
- 2902 S. 77 Sunshine Strip, Harlingen, TX 78550

#### **PURPOSE OF SERVICES**

PSI understands that your purpose for having the Phase I ESAs performed is to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations (hereinafter called the landowner liability protections or LLPs) in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

The scope of services presented below is intended to satisfy this purpose.





### **PHASE I ESA SCOPE OF SERVICES**

PSI proposes to perform the Phase I ESA in general accordance with ASTM E1527-13 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-13). PSI will perform the assessment under the supervision of an environmental professional (EP) as defined in 40 Code of Federal Regulations (CFR) 312.10. The scope of services generally will include:

- Regulatory records review;
- Historical records review;
- Site reconnaissance;
- Interviews;
- Vapor Encroachment Screen (VES) in accordance with ASTM E2600-15; and
- Preparation of a written report.

### **Reporting**

PSI will prepare a report of our findings and provide an electronic (.pdf format) copy. One (1) hardcopy can be provided upon request at no additional fee. Unless specifically requested on the attached Proposal Authorization & Payment Instructions Form, recommendations will be included in the report.

If requested, a draft report will be delivered to the client electronically, in .pdf format. After comments on the draft report have been received, they will be reviewed, and incorporated, as appropriate, in the final report.

### **THIRD PARTY RELIANCE**

The report will be provided for reliance to the Client. If other parties are to rely on the reports, please provide that information to PSI on the Proposal Authorization & Payment Instructions page, or in writing prior to PSI's issuance of the report.

Third party reliance letters may be issued upon request and upon the payment of a reliance fee. All third parties relying on PSI's reports, by such reliance, agree to be bound by this proposal and PSI's General Conditions. No reliance by any party is permitted without such agreement, regardless of the content of the reliance letter itself.

### **SCHEDULE**

PSI proposes to deliver the ESA reports within 20 business days after we receive written authorization to proceed. Completion of the project may be affected by access to the property, the availability of information, and other factors.

### **FEES**

PSI proposes to prepare this Phase I ESAs EACH for the lump sum fee of \$1,800.00 (total for all 9 ESAs: \$16,200). Please note that the following efforts are not included in this price:

- An environmental lien/AUL search (if desired, please see options provided below).
- Expedited report preparation fees (if desired, please see options provided below).
- More than one draft report submittal cycle;
- Consultation (beyond clarifications of information presented in the Phase I ESA report);



- In-process report edits needed to incorporate required information not provided at the inception of the project;
- Extraordinary or additional research that is requested after the report is delivered and/or to address data gaps;
- File review requiring travel to a regulatory agency or depository of information that is not local to the PSI assessor's office or the subject property;
- Review of voluminous prior reports or regulatory file documents, whether they may be relevant or not;
- Payment of fees charged by regulatory agencies for file-copying services, or processing of Freedom of Information Act (FOIA) requests.

Due to the need to collect records and historical data from a number of governmental and private resources, our standard turnaround for a Phase I ESA is typically approximately fifteen (15) business days. In many cases, we can deliver the report with a faster turnaround by expediting the data at an additional fee, by re-prioritizing our workload, and/or having our staff work overtime to complete the report. Due to the increased costs, we will charge an additional fee for RUSH delivery of the report as follows:

- Seven (7) Business Days ..... \$600.00
- Ten (10) Business Days ..... \$350.00

Please indicate whether an expedited report delivery is required by checking the appropriate box on the Proposal Authorization & Payment Instructions page. It should be noted that, in some cases, it might not be possible to obtain all of the required records within the expedited timeframe. In these cases, we will note and evaluate the data gap in our report and, if an evaluation of the received data appears to alter the findings, conclusions and/or recommendations of the report, we will deliver the additional data in the form of an addendum to the report.

Any other additional work will be conducted on a time and materials basis in accordance with the following unit rates:

- Chief/Regional Scientist or Engineer, per hour ..... \$175.00
- Principal Consultant, per hour ..... \$145.00
- Senior Personnel, per hour ..... \$90.00
- Project Personnel, per hour ..... \$75.00
- Staff Personnel, per hour ..... \$60.00
- Clerical Personnel, per hour ..... \$40.00
- Mileage, per mile ..... \$0.95
- Additional Report Hardcopies, each ..... \$100.00

Environmental Lien/AUL search:

- First owner/parcel ..... \$250.00
- Each additional parcel (same owner) ..... \$100.00
- Each additional parcel (different owner) ..... \$150.00

PSI will not perform any additional services until written approval from the client has been received.



This proposal is valid for 30 calendar days, after which PSI reserves the right to modify the fees and/or schedule.

#### **AUTHORIZATION**

To authorize our services, please sign and complete the attached Proposal Authorization & Payment Instructions form and return one complete copy of the authorized proposal to our office. We will proceed with the work upon receipt of proposal authorization. PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

#### **CLOSING**

Please call with any questions you may have, or if PSI can be of additional service. We look forward to working with you on this and future projects.

Respectfully Submitted,  
**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Briana Garcia  
Project Manager

John Langan  
Department Manager  
Principal Consultant

Attachments:      Proposal Authorization & Payment Instructions  
                         User Questionnaire  
                         Contact Information Sheet  
                         PSI General Conditions  
                         Services Flyer



## ATTACHMENTS



## PROPOSAL AUTHORIZATION & PAYMENT INSTRUCTIONS

### Authorization

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			

### Recommendations

- ☐ CHECK HERE to exclude recommendations from the report
- ☐ CHECK HERE to include recommendations in a separate cover letter

### Optional Items for Additional Fees

- ☐ CHECK HERE to order an Environmental Lien/AUL Search
- ☐ CHECK HERE to order an expedited ten (10) working day turnaround time
- ☐ CHECK HERE to order an expedited seven (7) working day turnaround time

### Reliance Parties

Please include the following additional parties in the reliance for the report:

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## USER QUESTIONNAIRE

Pursuant to ASTM E1527, ASTM E2600, and the EPA All Appropriate Inquiry Rule, the User of the report must answer specific questions regarding the property and supply this information to the Environmental Professional. While we understand that you may have only limited knowledge of the property, please answer the questions to the best of your ability based on your current knowledge and return the completed questionnaire to PSI.

### Phase I ESA Questions

1. Did a review of land title records (or judicial records where appropriate) identify any environmental cleanup liens filed or recorded against the subject property under federal, tribal, state or local law?  
☐ No    ☐ Yes    ☐ Unknown (if yes, please briefly discuss on the next page or as an attachment)
2. Did a review of land title records (or judicial records where appropriate) identify any activity and land use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the subject property and/or have been filed or recorded in a registry under federal, tribal, state, or local law?  
☐ No    ☐ Yes    ☐ Unknown (if yes, please briefly discuss on the next page or as an attachment)
3. Do you have any specialized knowledge or experience related to the subject property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the subject property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?  
☐ No    ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
4. Does the purchase price being paid reasonably reflect the fair market value of the subject property?  
☐ No    ☐ Yes    ☐ Not Applicable  
  
If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?  
☐ No    ☐ Yes
5. Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:
  - (a) Do you know of the past uses of the property?  
☐ No    ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
  - (b) Do you know of specific chemicals that are present or were once present at the property?  
☐ No    ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
  - (c) Do you know of spills or other chemical releases that have taken place at the property?  
☐ No    ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
  - (d) Do you know of any environmental cleanups that have taken place at the property?  
☐ No    ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
6. Based on your knowledge and experience related to the subject property are there any obvious indicators that point to the presence or likely presence of contamination at the subject property?  
☐ No    ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
7. Do you know of any pending, threatened, or past litigation or administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property? ☐ No    ☐ Yes (if yes, please briefly discuss on the next page or as an attachment)
8. Do you know of any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products?  
☐ No    ☐ Yes (if yes, please briefly discuss below or as an attachment)



Further Explain any Answers Requiring Clarification: \_\_\_\_\_

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### Vapor Encroachment Screening Questions

1. Currently, what type of property is the subject property?  
☐ Commercial ☐ Industrial ☐ Residential ☐ Multi-Tenant ☐ Vacant Land
2. Are there buildings on the subject property?  
☐ Yes ☐ No ☐ Unknown (if **yes**, indicate number and construction type):  
\_\_\_\_\_
3. Will buildings or structures be constructed on the subject property in the future?  
☐ Yes ☐ No ☐ Unknown (if **yes**, indicate number and construction type)  
\_\_\_\_\_
4. If buildings exist or are proposed, do/will they have elevators?  
☐ Yes ☐ No ☐ Unknown
5. What type of below-grade level exists or is proposed?  
☐ Full/Partial Basement ☐ Crawl Space ☐ Parking Garage ☐ Multi-Level  
☐ None/Unknown (if **none/unknown**, skip to question 11)
6. Is there ventilation currently/proposed in the below-grade level?  
☐ Yes ☐ No ☐ Unknown
7. Are there sump pumps, floor drains or trenches existing or proposed in the below-grade level?  
☐ Yes ☐ No ☐ Unknown
8. Is there a radon or methane mitigation system installed or proposed?  
☐ Yes ☐ No ☐ Unknown (If **yes**, please indicate if passive or active): \_\_\_\_\_
9. What type of heating system exists or is proposed in the building? (check all that apply)  
☐ Hot Air Circulation ☐ Hot Air Radiation ☐ Hot Water Radiation  
☐ Hot Water Circulation ☐ Fireplace ☐ Radiant Floor Heat ☐ Fuel Oil Furnace  
☐ Electric Baseboard ☐ Heat Pump ☐ Wood Stove ☐ Steam Radiation  
☐ Coal Furnace ☐ Kerosene Heater ☐ Used Oil Heater ☐ Natural Gas Furnace  
☐ Other
10. How are the utility systems fueled/powered or proposed to be fueled/powered?  
(check all that apply)  
☐ Natural Gas ☐ Propane ☐ Kerosene ☐ Coal ☐ Wood ☐ Electricity  
☐ Fuel Oil ☐ Solar ☐ Wind ☐ Other
11. Have there ever been any environmental problems at the subject property?  
☐ Yes ☐ No ☐ Unknown (if **yes**, please describe)
12. Does/will a gas station or dry cleaner operate anywhere on the subject property?  
☐ Yes ☐ No ☐ Unknown





13. Do/will any of the tenants use hazardous chemicals in relatively large quantities on the subject property?  
☐ Yes ☐ No ☐ Unknown
14. Have any tenants ever complained about odors in the building or experienced health-related problems that may have been associated with the building?  
☐ Yes ☐ No ☐ Unknown
15. Are the current or proposed operations on the subject property going to require/require special OSHA or EPA permitting?  
☐ Yes ☐ No ☐ Unknown
16. Are there any existing or proposed underground or aboveground storage tanks (ASTs/USTs) on the subject property?  
☐ Yes ☐ No ☐ Unknown (if **yes**, please describe)
17. Are there sensitive receptors (for example: children, elderly, people in poor health, and so forth) that occupy or will occupy the subject property?  
☐ Yes ☐ No ☐ Unknown

**Further Explain any Answers Requiring Clarification:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Helpful Documents Checklist

Pursuant to ASTM E 1527 §10.8, do you know whether any of the following documents exist related to the subject property, and if so, whether copies will be provided to PSI for review? If so, please submit such documentation to PSI as soon as practical. Please check all that apply.

- ☐ Environmental site assessment reports (for example: Phase I/II ESAs or RBCA reports)
- ☐ Environmental compliance audit reports; or risk assessments
- ☐ Environmental permits or hazardous waste generation notices or reports
- ☐ Registrations for above or underground storage tanks, or underground injection systems
- ☐ Safety data sheets (formerly known as Material Safety Data Sheets or MSDSs)
- ☐ Community right-to-know plans; safety plans; preparedness and prevention plans; spill prevention, countermeasure and control (SPCC) plans; etc.
- ☐ Notices or other correspondence from any governmental agency relating to past or current violations of environmental laws with respect to the property or relating to environmental liens on the property
- ☐ Geotechnical studies; or reports regarding hydrogeologic conditions on the property or vicinity
- ☐ Recorded activity and land use limitations (AULs)

\_\_\_\_\_  
Name (Authorized User Representative)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### CONTACT INFORMATION SHEET

Please provide contact information for the parties below (if known) and return to PSI along with the signed and completed Proposal Authorization & Payment Instructions and User Questionnaire.

#### PRIMARY USER CONTACT

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

#### CURRENT OWNER

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

#### CURRENT FACILITY OPERATOR

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

#### SECONDARY USER CONTACT (if any)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

#### KEY SITE MANAGER

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

#### PAST OWNER OR OPERATOR

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

#### OTHER PARTIES LIKELY TO HAVE MATERIAL INFORMATION REGARDING PROPERTY OR VES

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Phone



## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



#### GENERAL CONDITIONS

10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

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

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.





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