

July 2, 2015

Mr. Matthew S. Noelker, P.E.  
AECOM  
277 W. Nationwide Blvd.  
Columbus, Ohio 43215  
Phone: (614) 464-4500  
Email: matthew.noelker@aecom.com

**Re: Construction Materials Testing & Observation Proposal**  
Village of Ashville Waste Water Treatment Plant  
450 Cemetery Road  
West Jefferson, Ohio 43162  
PSI Proposal No. 0101-156304

Dear Mr. Noelker:

PSI respectfully submits the following proposal for providing construction materials testing and observation services for the West Jefferson Waste Water Treatment Plant in West Jefferson, Ohio.

PSI proposes to provide experienced, technical personnel to perform testing and observation services. It is also proposed to accomplish the work on a unit price basis in accordance with the attached Schedule of Services and Fees, Estimated Total Cost, and that the work be performed pursuant to the PSI General Conditions.

PSI has developed this proposal based on the RFP dated June 11, 2015 received from Mr. Matthew Noelker, PE with AECOM, and the project plans and specifications obtained through AECOM's File Transfer System. A construction schedule was not provided at the time of the development of the Estimated Budget. If one becomes available, PSI should be notified as the budget may change.

Copies of the PSI Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. PSI's fees would be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed.

#### **Scope of Services**

We understand the primary services for this project will include the following:

#### ***Cast-in-Place Concrete Testing & Inspection Services (Specification Section 03 30 00, 3.16 A through H)***

- Perform concrete sampling and testing for slump (ASTM C172), air content (ASTM C231), and temperature (ASTM 1064) testing at intervals noted in the 03 30 00 section of the project specification manual.
- Immediately notify the client if any tests are out of specification.
- Cast one set of seven cylinders for the first 25 cubic yard of concrete placed and every 50 cubic yards there-after in accordance to ASTM C31
- Perform compressive strength testing at the following intervals in accordance to ASTM C39; test three cylinders at 7 days, three at 28 days, and one cylinder reserved as a hold at no additional cost to the owner.
- Submit draft reports of all findings to the client or client's representative each day prior to departing from the site.
- Provide final copies of field and laboratory reports within one day of the initial site visit.

***Earthmoving Testing & Observation Services (Specification Section 31 20 00) – When Required by URS***

- Evaluate foundation bearing soils for compliance with project geotechnical report (complete by PSI, report #0102671)
- Perform laboratory testing of proposed fill soils to determine their physical properties (i.e. dry density, moisture content, etc.) as applicable.
- Observe undercutting of undocumented fills and unsuitable bearing soils per the geotechnical report of record (as required).
- Observe proofrolling operations of exposed subgrades and areas to receive structural fill or final cut elevations.
- Observe site work placement and compaction of soil fill in lifts per the soil report requirements/project specifications.
- Perform density testing for site fill and backfill per the project specifications.

Please note that PSI performs a complete range of construction materials testing and observation services.

**Project Reporting**

Unless required by the Project Team and/or the project specifications, all test results and field procedures will be recorded on the PSI standard laboratory and field report forms. Handwritten results are recorded in pen, not pencil. Any changes required are crossed out with a single line, initialed, and dated. All information required by the specific form utilized will be provided by the technician reporting the work. In cases where the completion of all the required information cannot occur, a full explanation is required in the “Remarks” section. Specific procedures for obtaining, completing, and approving field and laboratory reports are as follows:

**FIELD REPORTS**

- 1.) **During the daily activities, the technician/engineer responsible for the work electronically enters the data in a PSI issued smart phone. Any pictures to further describe items observed are emailed to the PSI project manager to upload once the final report is issued. The PSI QESTfield operating system is real-time, allowing the technician to key in important information that can be reviewed by the PSI project manager and immediately emailed to the Project Team. The PSI technician will also handwrite field reports for review by the project team at the close of each site visit.**
- 2.) Upon receipt of the handwritten reports, the project manager will compare the electronic report to the handwritten report to verify no key stroke errors and is technically correct. If corrections are required, Mr. Decker or a member of his staff will revise the report and perform a second review.
- 3.) After review of the reports, they are electronically signed and distributed to the project team through PSI Construction Hive, a cloud based system which can be accessed anywhere internet is available.
- 4.) **Report turnaround time with our new PSI QEST operating system is as little as the same day from the initial inspection for field reports.**

**LABORATORY REPORTS**

- 1.) The appropriate report formats will be stored in the laboratory for all procedures routinely performed.
- 2.) Reports covering work-in-progress will remain in the sample log-in form with the sample until the procedure is completed.
- 3.) Upon completion of the procedure, the handwritten report will be turned in to Mr. Decker, E.I.T. or Mr. Thompson, E.I.T.
- 4.) Upon receipt of the handwritten reports, Mr. Decker or Mr. Thompson will perform an initial review in order to determine if all required information has been provided and/or if the report is technically correct.



### **Laboratory Certifications**

The PSI Columbus laboratory is AASHTO R-18 certified and maintains our equipment through the PSI QA-M-5 program which is nationally recognized by AMRL and CCRL. Our local laboratory facilities include the following:

#### **Quality Systems** - accredited since 1/30/2003

ASTM E329 (Aggregate, Soil, Hot Mix Asphalt, Spray Fire Resistant Materials, and Soils), AASHTO R18, ASTM C1077 (Aggregate), ASTM C1077 (Concrete), ASTM D3666 (Hot Mix Asphalt), ASTM D3740 (Soil)

#### **Hot Mix Asphalt** - accredited since 3/7/2011

AASHTO Methods T30, T164, T166, T209, & T245

ASTM Methods D2041, D2172, D2726, D5444, & D6926

#### **Soil** - accredited since 3/7/2011

AASHTO Methods R58, T88, T89, T90, T99, T180, T193, T265, T267, & T310

ASTM Methods D421, D422, D698, D1140, D1557, D1883, D2216, D2487, D2974, D4318, & D6938

#### **Aggregate** - accredited since 1/30/2003

ASTM Methods C40, C117, C127, C128, C136, C566, & C702

#### **Portland Cement Concrete** - accredited since 1/30/2003

ASTM Methods C31 (Cylinders), C39, C138, C143, C172, C173, C231, C511, C617 (7000 psi and below), C1064, & C1231 (7000 psi and below)

#### **Sprayed Fire-Resistive Material** – accredited since 8/30/2013

ASTM Methods E605 & E736



Please note that our services do not include supervision or direction of the actual construction work. Also, be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project. Job site safety will be the sole responsibility of others.

In this proposal the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with the plans, specifications, and design concepts. The term "continuous" also stated herein, shall mean the Technician/Inspector is on the site and in the general work area during the activity requiring observation and inspection.

### **Estimated Cost**

PSI has provided our estimate of fees and services for the referenced project based on preliminary project drawings provided by Mr. Matthew Noelker, P.E. (AECOM) on June 25, 2015. The work performed by PSI will depend on the actual construction schedule. All work will be performed at the direction of the client's representatives on an on-call basis. PSI will provide updates on a monthly basis to the client of cost's incurred. PSI will only bill for actual time applied to the project and will not exceed the estimated cost without written approval from AECOM.

If this proposal is acceptable, please sign and return one (1) copy of this proposal to PSI. We also ask that you complete and return the attached Project Data Sheet so that we can properly establish your file. **PSI can proceed with services immediately; however, all reports will be withheld until we have received written authorization to proceed and a completed copy of the attached project data sheet.**

PSI appreciates the opportunity to offer its services to your project and looks forward to working with you. Please contact us if there are any questions you may have concerning this proposal and the services that PSI can provide.

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



Matthew J. Decker, E.I.T.  
Department Manager  
Construction Services



Michael J. Mazzoli  
Vice President

Attachments:     Fee Schedule  
                      Remarks  
                      Project Data & Proposal Acceptance Sheet  
                      PSI General Conditions  
                      Estimated Budget

**PROFESSIONAL SERVICE INDUSTRIES, INC.**  
**SCHEDULE OF SERVICES & FEES – CONSTRUCTION QUALITY CONTROL**

**Field Testing Services**

<b>Senior Engineering Technician</b> .....	Per hour	\$ 32.00
a. Concrete field testing services		
b. Sample pick-up		
c. Field density tests for compaction control		
Nuclear density gauge.....	Per day	\$ 35.00
d. Sub-grade preparation & earthwork control		
e. Proof-rolling and undercutting inspections		
f. Foundation inspections		
g. Reinforcing steel inspections		
h. Concrete or asphalt batch plant inspection		
i. Masonry inspections		

<b>Vehicle Charge</b> .....	Per Trip	\$ 25.00
-----------------------------	----------	----------

**Engineering Services**

Project Engineer.....	Per hour	\$ 80.00
Staff Engineer.....	Per hour	\$ 60.00

**Laboratory Testing Services**

**Concrete**

Laboratory compression testing of concrete cast cylindrical specimens cast by PSI – ASTM C-31		
Testing and reporting .....	Each	\$ 12.00
Reserves not tested, including curing .....	Each	\$ 12.00

**Grout and Mortar**

Laboratory compression testing of 2" by 2" cubes – ASTM C-109		
Testing and reporting .....	Each	\$ 14.00
Laboratory compression testing of grout specimens – ASTM C-1019		
Testing and reporting .....	Each	\$ 14.00

**Soils & Aggregate**

Moisture density relationship of soils:		
Standard Proctor - ASTM D-698 .....	Each	\$ 120.00
Atterberg limit determination.....	Each	\$ 60.00
Grain size analysis – Mechanical with #200 sieve.....	Each	\$ 50.00
Sample preparation.....	Each	\$ 40.00

*Allow 4 working days for soil/aggregate sample evaluation.  
 Additional services will be quoted upon request.*

## Remarks

---

Unit prices are in effect for twelve months from the date of this proposal and are subject to change without notice thereafter. PSI must receive signed authorization from the client before twelve months pass in order for PSI to guarantee the unit prices proposed herein. Please notify PSI before 3:00 pm the day before our services are required for the scheduling or cancellation services. After that time, we will make every effort to schedule or cancel, but we cannot guarantee results. Same day service will be billed at the rate according to availability of personnel. Day of call-ins will result in an additional 0.5 hour of project engineer for coordination.

Allow 4 working days for tests and evaluation of soil samples. A 50% surcharge will apply to rush laboratory work.

Services are portal-to-portal with a minimum of 4 hours for site visits. Fractions of hours will be rounded up to the nearest hour for billing purposes.

Overtime rates will be applicable for services performed in excess of 8 hours per day Monday through Friday, work performed before 6:00 am and after 6:00 pm, and for all hours worked on Saturdays, Sundays, and Holidays. The rate will be 1.5 time the applicable hourly rate for weekday and Saturday service and 2.0 times the applicable hourly rate for Sundays and Holidays.

A \$150.00 setup fee applies for initial project specification review and project setup. An engineering review charge of 0.5 hour per technician day for coordination, communication, supervision, and report review and 0.2 hour per laboratory are applicable. The prices listed above include unlimited email distribution of PSI reports.

The Client holds PSI harmless for delays in construction caused by unanticipated conditions at the subject project. These delays may require PSI to dispatch an Engineer at the earliest possible time to assess the conditions and provide corrective recommendations. Declarations for compacted fill in buildings, roadways or utility trenches will be provided for those areas identified by a certified site grading stake out and monitored on a full-time basis by this office. These declarations will be in effect for 90 days after completion of fill operations monitored by this office. Delay in starting actual construction of improvements may be cause for this office to perform additional tests at the client's expense to verify that conditions remain unchanged from the last day of PSI's full-time soil fill control inspection.

**PSI Project Data & Proposal Acceptance Sheet  
Construction Materials Testing and Observation Services**

1. Project Name: Water Resource Recovery Facility Project
2. Project Location: Village of Ashville
3. Your Job No.: 60440011 Purchase Order No.: N/A
4. Project Manager: Brian Benedict Telephone No.: 614-464-4500
5. Distribution of Reports (email address is required for report distribution):
- |  |  |
|--|--|
| Attn: <u>Matthew Noelker</u><br>Email: <u>matthew.noelker@aecom.com</u>          | Attn: <u>Brian Benedict</u><br>Email: <u>brian.benedict@aecom.com</u>        |
| Attn: <u>Jeffrey Kerr</u><br>Email: <u>jeff.kerr@aecom.com</u>                   | Attn: <u>Franklin Christman</u><br>Email: <u>fchristman@ashvilleohio.gov</u> |
| Attn: <u>Tom Bouts</u><br>Email: <u>tlboiuts@aol.com</u>                         | Attn: <u>Perry Adkins</u><br>Email: <u>perryadkins@sbcglobal.net</u>         |
| Attn: <u>Matt Brackman</u><br>Email: <u>mbrackman@petersonconstructionco.com</u> | Attn: <u>Rodney Bailey</u><br>Email: <u>bailey.pcc@gmail.com</u>             |
6. Invoicing Address: 200 Station Street East  
Ashville, Ohio 43103
- Attn: Franklin Christman, Village Administrator
7. Site Contact: Tom Bouts-Village Representative Telephone No.: 740-601-3289

**PSI Proposal No. 0101-156304 Acceptance**

Accepted this 10th day of March, 2016

Client/Company Name Village of Ashville

By: 

Title: Franklin Christman, Village Administrator



## 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. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. 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 A GREEING 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. **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. **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.

**Estimated Budget**  
**Village of Asheville Waste Water Treatment Plant**  
**PSI Proposal 0101-156304**

	<i>Quantity</i>	<i>Unit</i>	<i>Rate</i>	<i>Total</i>
<b>Laboratory Testing of Soils &amp; Aggregate Base Materials</b>				
<i>Estimated four soil samples and one aggregate base sample.</i>				
Sample Preparation	5	Each	\$ 40.00	\$ 200.00
ASTM D-698 Standard Proctor	5	Each	\$ 120.00	\$ 600.00
Sieve Analysis	5	Each	\$ 50.00	\$ 250.00
Atterberg Limits Determination	4	Each	\$ 60.00	\$ 240.00
Report Review/Preparation/Distribution	1	Each	\$ 80.00	\$ 80.00
<i>Estimated Sub-Total</i>				\$ 1,370.00

<b>Compaction Testing of Fill Materials - Mass Earthwork</b>				
<i>Estimated 10 days at 8 hours per day to observe proofrolling activities and perform compaction testing.</i>				
Senior Engineering Technician	80	Hour	\$ 32.00	\$ 2,560.00
Nuclear Density Gauge	10	Day	\$ 35.00	\$ 350.00
Transportation	10	Trip	\$ 45.00	\$ 450.00
Report Review/Preparation/Distribution	10	Hour	\$ 80.00	\$ 800.00
<i>Estimated Sub-Total</i>				\$ 4,160.00

<b>Structure 1 - Influent Pump Station</b>				
<i>Estimated 4 days at 8 hours per day for soil bearing testing, slab-on-grade prep observations, &amp; concrete testing.</i>				
Senior Engineering Technician	32	Hour	\$ 32.00	\$ 1,024.00
Compressive Strength Specimen <i>(4 sets of 6 4"x6" cylinders, (3x7day, 3x28day))</i>	24	Each	\$ 12.00	\$ 288.00
Nuclear Density Gauge	1	Day	\$ 35.00	\$ 35.00
Transportation	4	Trip	\$ 45.00	\$ 180.00
Report Review/Preparation/Distribution	2.8	Hour	\$ 80.00	\$ 224.00
<i>Estimated Sub-Total</i>				\$ 1,751.00

<b>Structure 2 - Headworks Building</b>				
<i>Estimated 10 days at 8 hours per day for soil bearing testing, slab-on-grade prep observations, &amp; concrete testing.</i>				
Senior Engineering Technician	80	Hour	\$ 32.00	\$ 2,560.00
Compressive Strength Specimen <i>(12 sets of 6 4"x6" cylinders, (3x7day, 3x28day))</i>	72	Each	\$ 12.00	\$ 864.00
Nuclear Density Gauge	2	Day	\$ 35.00	\$ 70.00
Transportation	10	Trip	\$ 45.00	\$ 450.00
Report Review/Preparation/Distribution	7.4	Hour	\$ 80.00	\$ 592.00
<i>Estimated Sub-Total</i>				\$ 4,536.00

<b>Structure 3 - Oxidation Ditch and Splitterbox</b>				
<i>Estimated 8 days at 8 hours per day for soil bearing testing, slab-on-grade prep observations, &amp; concrete testing.</i>				
Senior Engineering Technician	64	Hour	\$ 32.00	\$ 2,048.00
Compressive Strength Specimen <i>(16 sets of 6 4"x6" cylinders, (3x7day, 3x28day))</i>	96	Each	\$ 12.00	\$ 1,152.00
Nuclear Density Gauge	3	Day	\$ 35.00	\$ 105.00
Transportation	8	Trip	\$ 45.00	\$ 360.00
Report Review/Preparation/Distribution	7.2	Hour	\$ 80.00	\$ 576.00
<i>Estimated Sub-Total</i>				\$ 4,241.00

**Structure 4 - Clarifier Splitterbox**

*Estimated 4 days at 8 hours per day for soil bearing testing, slab-on-grade prep observations, & concrete testing.*

Senior Engineering Technician	32	Hour	\$	32.00	\$	1,024.00
Compressive Strength Specimen	36	Each	\$	12.00	\$	432.00
<i>(6 sets of 6 4"x6" cylinders, (3x7day, 3x28day))</i>						
Nuclear Density Gauge	1	Day	\$	35.00	\$	35.00
Transportation	4	Trip	\$	45.00	\$	180.00
Report Review/Preparation/Distribution	3.2	Hour	\$	80.00	\$	256.00
<i>Estimated Sub-Total</i>					\$	1,927.00

**Structure 5 - Clarifier**

*Estimated 10 days at 8 hours per day for soil bearing testing, slab-on-grade prep observations, & concrete testing.*

Senior Engineering Technician	80	Hour	\$	32.00	\$	2,560.00
Compressive Strength Specimen	78	Each	\$	12.00	\$	936.00
<i>(13 sets of 6 4"x6" cylinders, (3x7day, 3x28day))</i>						
Nuclear Density Gauge	4	Day	\$	35.00	\$	140.00
Transportation	10	Trip	\$	45.00	\$	450.00
Report Review/Preparation/Distribution	7.6	Hour	\$	80.00	\$	608.00
<i>Estimated Sub-Total</i>					\$	4,694.00

**Structure 6 - RAS/WAS Pump Station**

*Estimated 4 days at 8 hours per day for soil bearing testing, slab-on-grade prep observations, & concrete testing.*

Senior Engineering Technician	32	Hour	\$	32.00	\$	1,024.00
Compressive Strength Specimen	24	Each	\$	12.00	\$	288.00
<i>(4 sets of 5 4"x6" cylinders, (1x7day, 3x28day, 1xHold))</i>						
Nuclear Density Gauge	1	Day	\$	35.00	\$	35.00
Transportation	4	Trip	\$	45.00	\$	180.00
Report Review/Preparation/Distribution	2.8	Hour	\$	80.00	\$	224.00
<i>Estimated Sub-Total</i>					\$	1,751.00

**Structure 7 - UV & Postaeration**

*Estimated 15 days at 8 hours per day for soil bearing testing, slab-on-grade prep observations, & concrete testing.*

Senior Engineering Technician	120	Hour	\$	32.00	\$	3,840.00
Compressive Strength Specimen	180	Each	\$	12.00	\$	2,160.00
<i>(13 sets of 6 4"x6" cylinders, (3x7day, 3x28day))</i>						
Nuclear Density Gauge	6	Day	\$	35.00	\$	210.00
Transportation	15	Trip	\$	45.00	\$	675.00
Report Review/Preparation/Distribution	13.5	Hour	\$	80.00	\$	1,080.00
<i>Estimated Sub-Total</i>					\$	7,965.00

**Structure 8 - Aerobic Digester**

*Estimated 10 days at 8 hours per day for soil bearing testing, slab-on-grade prep observations, & concrete testing.*

Senior Engineering Technician	64	Hour	\$	32.00	\$	2,048.00
Compressive Strength Specimen	96	Each	\$	12.00	\$	1,152.00
<i>(13 sets of 6 4"x6" cylinders, (3x7day, 3x28day))</i>						
Nuclear Density Gauge	5	Day	\$	35.00	\$	175.00
Transportation	8	Trip	\$	45.00	\$	360.00
Report Review/Preparation/Distribution	7.2	Hour	\$	80.00	\$	576.00
<i>Estimated Sub-Total</i>					\$	4,311.00

**Structure 9 - Sludge Press &Blower Building**

*Estimated 8 days at 8 hours per day for soil bearing testing, slab-on-grade prep observations, & concrete testing.*

Senior Engineering Technician	64	Hour	\$	32.00	\$	2,048.00
Compressive Strength Specimen	96	Each	\$	12.00	\$	1,152.00
<i>(13 sets of 6 4"x6" cylinders, (3x7day, 3x28day)))</i>						
Nuclear Density Gauge	3	Day	\$	35.00	\$	105.00
Transportation	8	Trip	\$	45.00	\$	360.00
Report Review/Preparation/Distribution	7.2	Hour	\$	80.00	\$	576.00
<i>Estimated Sub-Total</i>					\$	4,241.00

**Structure 10 - Administration Building**

*Estimated 4 days at 8 hours per day for soil bearing testing, slab-on-grade prep observations, & concrete testing.*

Senior Engineering Technician	32	Hour	\$	32.00	\$	1,024.00
Compressive Strength Specimen	36	Each	\$	12.00	\$	432.00
<i>(13 sets of 6 4"x6" cylinders, (3x7day, 3x28day))</i>						
Nuclear Density Gauge	5	Day	\$	35.00	\$	175.00
Transportation	4	Trip	\$	45.00	\$	180.00
Report Review/Preparation/Distribution	3.2	Hour	\$	80.00	\$	256.00
<i>Estimated Sub-Total</i>					\$	2,067.00

**Professional Services**

Staff Engineer -Monthly Progress Meeting	24	Hour	\$	60.00	\$	1,440.00
Vehicle Charge	12	Trips	\$	25.00	\$	300.00
Initial Project Setup & Specification Review	1	Lump	\$	150.00	\$	150.00
Final Project Close-Out	2	Hour	\$	80.00	\$	160.00
					\$	2,050.00

**Estimated Total Cost** **\$ 45,064.00**