

Union City Community Schools

“Educating and Preparing Each Child for Their Future”

Union City, Michigan 49094 / Superintendent’s Office (517) 741-3300 – Fax (517) 741-5205

Board of Education Agenda

Special Board Meeting	High School Media Center
Wednesday, May 27, 2026	6:45am

- I. Call to Order
 - a. Pledge of Allegiance
 - b. Opening Statement

Welcome to the Union City Community Schools Board meeting. Our meeting agenda is available for you to follow. The expectation for our board meeting is to follow this agenda closely. We operate under the Open Meetings Act and utilize Roberts Rule of Order to govern our discussion and decision-making process. There is an opportunity for public comment during our set agenda. We welcome the public to express their opinions during this time of our agenda. If there are questions about the agenda or the board meeting process, please seek out one of the Board members for clarification.
- II. Additions or Deletions of Items to the Agenda
- III. Comments from the Audience on Agenda Items
 - a. Public Comments Statement

This is the section of the meeting in which the public may make comments or share their opinions about items on the agenda. We ask you to limit your comments to no longer than 5 minutes per person to allow others the opportunity to speak. This is an opportunity for the Board to listen to your concerns. It is not Board practice to act on the concerns voiced during this meeting to allow for the Board to do further research.
- IV. Action Items
 - a. Materials Testing Bid

Board action is required to approve the bid on the materials testing.
 - b. Abatement Bid

Board action is required to approve the bid on the asbestos removal.
 - c. CISD Budget Resolution

Board action is required to adopt a resolution expressing support or disapproval of the proposed general fund budget as presented. *(requires a roll call vote.)*
 - d. Union City Food Club

Board action is required to approve the creation of the Union City Food Club in partnership with Farm Bureau.
- V. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District’s business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in agenda items three (III).
If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the meeting or hearing, please contact, Rhonda Reese at 517-741-8091 at least one week prior to the meeting or as soon as possible.



Union City Schools-MS/HS Additions & Renovations

Proposal for Materials Testing Services

Due: May 20, 2026 by 2:00 pm

Submitted To:

Union City Community Schools
Chris Katz
ckatz@unioncityschools.org

Submitted By:

Materials Testing Consultants (MTC)
2855 Jolly Road
Okemos, MI 48864

Primary Contact:

Jeremy Duval
Project Manager
616.914.2371
jduval@mtc-test.com





May 20, 2026

Chris Katz
Union City Community Schools
ckatz@unioncityschools.org

RE: Material Testing Services Proposal – Union City Community Schools Middle/High School Additions & Renovations

Dear Mr. Katz,

Materials Testing Consultants (MTC) is pleased to submit this proposal to provide construction materials testing and inspection services for the Union City Community Schools Middle/High School Additions & Renovations project.

Since 1968, MTC has provided dependable construction materials testing, geotechnical engineering, laboratory testing, and special inspection services throughout Michigan. Our team has extensive experience supporting K-12 educational facilities, phased occupied renovations, additions, parking lots, and complex public construction projects requiring responsive scheduling, rapid reporting, and close coordination with contractors and owners.

We understand this project includes approximately 22,887 square feet of additions and 66,416 square feet of renovations within an active school environment and will require phased coordination from Summer 2026 through August 2027. MTC is well-positioned to support the project with experienced field technicians, certified inspectors, accredited laboratory services, and responsive project management throughout all phases of construction.

Our proposed services include proof rolling observations, earthwork testing, density testing, subgrade and base course testing, concrete testing, reinforcement observations, masonry testing, and structural steel inspection/testing as outlined in the Request for Proposal.

MTC appreciates the opportunity to submit this proposal and looks forward to supporting Union City Community Schools and The Christman Company on this important project.

Sincerely,

A handwritten signature in blue ink, appearing to read "J Duval", is located below the "Sincerely," text.

Jeremy Duval
Project Manager

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COMPANY OVERVIEW

Materials Testing Consultants (MTC) has provided geotechnical engineering, construction materials testing, laboratory testing, and special inspection services throughout Michigan since 1968. MTC supports public and private sector projects including K-12 schools, higher education facilities, municipal infrastructure, transportation projects, industrial developments, commercial facilities, and large-scale site developments.

Our Construction Materials Testing (CMT) team provides field and laboratory testing services in accordance with ASTM, AASHTO, MDOT, ACI, and project specification requirements. MTC maintains experienced field personnel, certified technicians, and AASHTO-accredited laboratory facilities capable of supporting projects of varying size and complexity throughout all phases of construction.

MTC's experience with occupied and phased educational facility projects allows our team to effectively coordinate testing activities while minimizing disruption to ongoing operations. We understand the importance of schedule responsiveness, communication with project stakeholders, and rapid turnaround of field reports and laboratory results to maintain construction progress.

UNDERSTANDING OF THE PROJECT

MTC understands that Union City Community Schools is completing significant additions and renovations to the existing high school facility to create a combined middle and high school campus. The project consists of approximately 22,887 square feet of additions and 66,416 square feet of renovations and will be completed in multiple interior and exterior phases between Summer 2026 and August 2027.

Due to the phased nature of the project and the occupied school environment, successful materials testing services will require:

- Responsive scheduling and coordination with the construction manager and contractors
- Timely field observations and testing during active construction operations
- Consistent communication regarding deficiencies or corrective actions
- Rapid reporting and documentation
- Flexibility to support changing construction schedules and phased work areas
- Experienced personnel familiar with educational facility construction

MTC understands that maintaining schedule progression while ensuring quality construction will be critical throughout all phases of the project.

Scope of Services

Based on the Request for Proposal, MTC understands the scope of services for this project includes construction materials testing and inspection services associated with the phased additions and renovations to the existing Union City Community Schools Middle/High School facility.

Proposed services include:

- Proof roll observations
- Evaluation and recommendations regarding localized unsuitable subgrade conditions
- Backfill density testing

- Subgrade and aggregate base testing
- Flatwork concrete testing
- Foundation and footing concrete testing
- Soils and subgrade preparation testing
- Periodic reinforcing steel observations and inspections for major concrete pours
- Masonry testing and inspection
- Structural steel testing and inspection

MTC understands these services will support the project’s phased sitework, building additions, concrete construction, and renovation activities throughout the duration of construction.

TECHNICAL APPROACH

Project Coordination & Communication

MTC will assign a dedicated project manager to coordinate all testing and inspection activities throughout the duration of the project. Our project manager will work directly with Union City Community Schools, The Christman Company, C2AE, and project subcontractors to schedule testing services, communicate findings, and ensure timely reporting.

Our team understands that phased construction projects require flexibility and rapid response capabilities. MTC’s staffing structure and regional coverage allow us to accommodate schedule adjustments, phased work sequences, and varying testing demands throughout the project duration.

Key Personnel Roles

Name	Title	Role
Jeremy Duval	Project Manager	Primary Point of Contact
Curt Weaver	Field Manager	Scheduling & Field Coordination
Keith VanStrate	Laboratory Manager	Lab Oversight & Testing
Supporting Staff	Certified Technicians	Field & Lab Testing

***Key personnel resumes may be obtained upon request.**

Jeremy Duval, P.E. - CMT Project Manager



Jeremy Duval works out of the Mid-Michigan office in Okemos, where he leads the Construction Materials Testing (CMT) Division and oversees project and personnel management, technical review, client relations, and business development. With deep experience in both field and laboratory testing, Jeremy directs quality assurance efforts for a wide range of commercial, industrial, municipal, and renewable energy projects.

His expertise spans shallow and deep foundation systems, including auger cast piles, rammed aggregate piers, and caissons, as well as special inspections and materials testing for soil, concrete, asphalt, masonry, EIFS, steel, and wood framing. Jeremy has managed CMT services on high-profile projects such as distribution centers, university expansions, hospitals, correctional facilities, airports, and multiple General Motors sites. Known for his technical insight and hands-on leadership, he ensures testing programs are executed with precision and responsiveness across every phase of construction.

Curt Weaver – Field Manager



Curt Weaver serves as CMET Field Services Department Manager at Materials Testing Consultants (MTC) and brings over a decade of experience in construction materials testing and field operations management. His expertise includes quality assurance testing and inspection of concrete, soils, asphalt, masonry, engineered fill, and structural systems for commercial, industrial, infrastructure, and institutional projects throughout Michigan. Curt oversees field operations, technician supervision, equipment maintenance, and client coordination while supporting complex projects involving deep foundations, Geopiers, special inspections, roadway reconstruction, and large-scale site development.

Keith VanStrate - Laboratory Manager



Keith VanStrate serves as Laboratory Manager at MTC, leading laboratory operations with responsibility for quality assurance, staff development, equipment oversight, and compliance with industry testing standards. He provides technical review of laboratory reports, supports project delivery, and serves as a key point of contact for clients, ensuring accurate, timely, and defensible results. With extensive experience in field and laboratory testing, he has managed and performed testing of soils, aggregates, asphalt, concrete, masonry, and steel for diverse infrastructure projects and oversees participation in AASHTO, CCRL, and MDOT reference sample programs.

K-12 SCHOOL PROJECT EXPERIENCE

MTC has provided testing and inspection services for numerous K-12 facilities, including elementary, middle, and high schools. These projects required coordination with occupied campuses, adherence to academic schedules, and support for phased construction.

Representative projects include:

- **Wexford Montessori Academy Addition (13,000 SF)**
MTC is currently providing construction materials testing and inspection services for a 13,500-square-foot addition to the existing Wexford Montessori Academy facility. The project includes construction of new classrooms, restrooms, storage areas, corridor/common spaces, and a gymnasium addition supported by conventional shallow foundations, slab-on-grade construction, structural steel framing, and metal roof decking. Site improvements include new storm sewer installation, concrete sidewalks, exterior concrete flatwork, greenhouse slab relocation, and construction of a new basketball court. MTC's services include earthwork and density testing, concrete testing and inspection, masonry special inspections, reinforcing steel observations, structural steel inspection, and site construction testing associated with phased educational facility improvements.
- **Birmingham Public Schools – 2020 Bond Program (Multiple Schools)**
Multi-phase renovations and additions across several schools, including cafeteria additions, parking lot expansions, press boxes, maintenance buildings, and site improvements. Services

included proof-roll observation, subgrade verification, reinforcing steel inspection, concrete testing, masonry observation, structural steel inspection, and asphalt laydown inspection.

- **Seaholm High School Auxiliary Gym Addition (14,800 SF)**
Three-story gym addition with site improvements. MTC performed foundation and slab testing, reinforcing steel inspection, density testing, masonry observation, and air/water infiltration testing.
- **Groves High School Auxiliary Gym Addition (19,000 SF)**
Masonry and steel gym addition with site improvements. Services included subgrade testing, concrete testing, reinforcing inspection, and structural steel observation.
- **Grandville Public Schools – 7/8 Middle School Building Package (201,000 SF)**
New two-story middle school constructed as part of Grandville’s bond program. MTC performed proof-roll and subgrade observations, reinforcing steel inspections, concrete and soil testing, bituminous and concrete density testing, and materials sampling.
- **Grandville Public Schools – 7/8 Middle School Mass Grading Package**
Site preparation and grading for the new middle school campus. MTC performed geotechnical investigation, soil sampling, laboratory testing, and provided foundation and earthwork recommendations.

Relevant Educational & CM Led Experience

MTC has extensive experience providing construction materials testing, special inspection, and geotechnical support services for K-12 educational facilities, phased renovations, additions, and publicly funded construction projects throughout Michigan.

Representative educational facility experience includes:

- Kentwood Public Schools – Hamilton Elementary Addition (8,615 SF cafeteria and 28,135 SF classroom addition)
- Flat Rock Schools – Multi-School Additions and Renovations
- Crestwood Middle School Renovations and Addition
- Grand Rapids Public Schools
- Byron Center Public Schools
- Jenison Public Schools
- Williamston Community Schools
- Comstock Park Public Schools
- Okemos Public Schools
- East Lansing Public Schools

MTC routinely supports projects delivered through Construction Manager (CM), owner-direct, and design team coordinated delivery methods. Our team is experienced in coordinating testing and inspection services with phased construction schedules, occupied facilities, subcontractor sequencing, and project milestone requirements.

Representative Construction Manager partners include:

- The Christman Company
- Rockford Construction

- Owen-Ames-Kimball (O-A-K)
- Barton Malow
- Clark Construction Company
- Fritz Wahlfield Construction
- Triangle Associates

Services provided on these projects have included:

- Earthwork and density testing
- Aggregate base testing
- Concrete testing and inspection
- Reinforcing steel observations
- Masonry testing
- Structural steel inspection
- Asphalt paving testing
- Special inspections
- Geotechnical engineering support
- Environmental and industrial hygiene support associated with renovation and demolition activities

MTC's multidisciplinary service capabilities allow our team to support projects involving phased renovations, occupied facilities, demolition activities, and unforeseen field conditions requiring additional technical consultation during construction.

PRICE AND PROPOSED SCOPE OF WORK

MTC proposes to provide construction materials testing and inspection services for the Union City Community Schools Middle/High School Additions & Renovations project for a lump sum not-to-exceed fee of:

**Total Estimated Not-to-Exceed Fee
\$97,000**

The proposed fee includes labor, field testing, laboratory testing, reporting, project management, and coordination associated with the anticipated scope of services identified within the Request for Proposal. The proposed fee is based on the anticipated construction schedule, phased construction approach, and currently available project information.

Services anticipated within the proposed fee include:

Subgrade - Foundations

- Visual observation of encountered conditions relative to anticipated conditions as identified in the geotechnical report
- Bearing value verification testing using dynamic cone penetrometer (ASTM STP 399) in granular soils
- In-place density (compaction) testing using nuclear method

Subgrade - Pavement/Slabs

- Visual observation of proof-rolling operations conducted by the Contractor and verification of subgrade conditions anticipated relative to those indicated in the geotechnical report
- In-place density (compaction) testing using nuclear method

Engineered Fill and Backfill

- In-place density (compaction) testing using nuclear method
- Material sampling and gradation testing of borrow materials
 - **We have included the following laboratory testing for soils:**
 - *Two (2) material gradation for granular material.*
 - *One (1) material gradation for dense-graded material.*
- Maximum density determinations (Proctor)
 - **We have included the following laboratory testing for soils:**
 - *One (1) modified laboratory proctor for granular material.*
 - *One (1) modified laboratory proctor for dense-graded material.*

Concrete - Field

- Sampling and testing of fresh plastic concrete
- Sampling and testing for slump, entrained air, concrete temperature and air temperature
- Sampling and molding compressive strength test cylinders
 - **We have included the following concrete test cylinders:**
 - *Six (6) sets of four (4) concrete test cylinders for Site Exterior Concrete.*
 - *Three (3) sets of four (4) concrete test cylinders for Area A Floor Slab Infills.*
 - *Two (2) sets of four (4) concrete test cylinders for Area A Addition Footings.*
 - *Two (2) sets of four (4) concrete test cylinders for Area A Addition Foundation Walls.*
 - *One (1) set of four (4) concrete test cylinders for Area A Addition Interior Footings.*
 - *One (1) set of four (4) concrete test cylinders for Area A Addition Floor Slab.*
 - *Two (2) sets of four (4) concrete test cylinders for Area B Floor Slab Infills.*
 - *Three (3) sets of four (4) concrete test cylinders for Area C Floor Slab Infills.*
 - *Five (5) sets of four (4) concrete test cylinders for Area D Addition Footings.*
 - *Five (5) sets of four (4) concrete test cylinders for Area D Addition Foundation Walls.*
 - *Five (5) sets of four (4) concrete test cylinders for Area D Addition Interior Footings.*
 - *Eight (8) sets of four (4) concrete test cylinders for Area D Addition Floor Slabs.*
- Reinforcing steel placement documentation

Concrete - Laboratory

- Compressive strength testing of field-molded test cylinders

Structural Steel – Field

- Verify conformance to plans and specifications for structural steel
- Inspection of bolted connections for proper fit-up, installation and tension
- Review welder certification documentation and welding procedure documentation
- Examination of field welds: visual examination of steel decking and/or shear studs; visual examination (VT) of dimensions and fillet welds; ultrasonic (UT) or magnetic particle (MT) for full-penetration welds

Masonry

- Brick/block sampling and verification testing (Optional)
- Grout sampling and verification testing
 - **We have included the following laboratory testing:**
 - *Three (3) sets of four (4) grout prisms for the masonry walls.*

- Mortar sampling and verification testing
 - **We have included the following laboratory testing:**
 - *Three (3) sets of six (6) mortar cubes for the masonry walls in the existing building.*
- Visual observation of field procedures - material storage, construction details (joints, weeps, grout consolidation)

Asphalt Pavement

- Sampling and gradation testing of gravel base
- In-place density (compaction) testing of gravel base by nuclear method
- Asphalt laydown and density testing - thicknesses, temperatures, density by nuclear method

Our fees are based on actual quantities and rates in the attached fee schedule. The actual quantity will largely be a function of the methods applied and as scheduled by Contractor or project representative on-site. Our fee estimate is based on regular work hours and no required additional visits for retesting of failing work. Based on the previously described scope of work, we are projecting the following technician trips for this project:

SITE				
Type of Service	Projected Trips	Technician Hours	Budget	
Proofroll Observation – Southwest Addition Building Pad	1	4 hrs. per trip		
Proofroll Observation – North Addition Building Pad	1	4 hrs. per trip		
Density Testing – 6”/8”/12”/18” Storm Sewer	10	8 hrs. per trip		
Density Testing – 8” Sanitary Sewer	2	8 hrs. per trip		
Proofroll Observation – West Drive	1	4 hrs. per trip		
Proofroll Observation – West Parking Lot	1	4 hrs. per trip		
Proofroll Observation – South Parking Lot Drives	1	4 hrs. per trip		
Proofroll Observation – South Parking Lot	1	4 hrs. per trip		
Proofroll Observation – East Parking Lot	1	4 hrs. per trip		
Density Testing – West Parking Lot and Drive Aggregate Base	2	4 hrs. per trip		
Density Testing – South Parking Lot and Drive Subbase	2	4 hrs. per trip		
Density Testing – South Parking Lot and Drive Aggregate Base	2	4 hrs. per trip		
Density Testing – East Parking Lot and Drive Subbase	2	4 hrs. per trip		
Density Testing – East Parking Lot and Drive Aggregate Base	2	4 hrs. per trip		
Asphalt Density Testing – West Parking Lot and Drive Leveling Course	1	8 hrs. per trip		
Asphalt Density Testing – West Parking Lot and Drive Wearing Course	1	8 hrs. per trip		
Asphalt Density Testing – South Parking Lot and Drive Leveling Course	1	8 hrs. per trip		
Asphalt Density Testing – South Parking Lot and Drive Wearing Course	1	8 hrs. per trip		
Asphalt Density Testing – East Parking Lot and Drive Leveling Course	1	8 hrs. per trip		
Asphalt Density Testing – East Parking Lot and Drive Wearing Course	1	8 hrs. per trip		
Density Testing – Exterior Concrete Subbase	7	4 hrs. per trip		
Density Testing – Exterior Concrete	7	5 hrs. per trip		
Sample Pickups (<i>Concrete cylinders</i>)	6	2 hrs. per trip		
Totals	55	287 hrs.		\$ 32,900

AREA A - EXISTING <i>A to D / 19 to 24</i>			
Type of Service	Projected Trips	Technician Hours	Budget
Density Testing – Floor Slab Infills Subbase	2	4 hrs. per trip	
Concrete Testing – Floor Slab Infills	2	5 hrs. per trip	
Masonry Observation – Walls	2	5 hrs. per trip	
Steel Framing Observation – Roof Penetration Framing	1	5 hrs. per trip	
Sample Pickups (<i>Concrete cylinders</i>)	3	2 hrs. per trip	
Totals	10	39 hrs.	\$ 5,400

AREA A - EXISTING <i>A.A to A.B / E to A.1</i>			
Type of Service	Projected Trips	Technician Hours	Budget
Density Testing – Floor Slab Infills Subbase	1	4 hrs. per trip	
Concrete Testing – Floor Slab Infills	1	5 hrs. per trip	
Masonry Observation – Walls	2	5 hrs. per trip	
Steel Framing Observation – Roof Penetration Framing	1	5 hrs. per trip	
Sample Pickups (<i>Concrete cylinders</i>)	1	2 hrs. per trip	
Totals	6	27 hrs.	\$ 3,300

AREA A – NORTH ADDITION <i>A.1 to A.2 / A.A to A.C</i>			
Type of Service	Projected Trips	Technician Hours	Budget
Subgrade Verification – Perimeter Foundations	2	4 hrs. per trip	
Concrete Testing – Perimeter Footings	2	5 hrs. per trip	
Concrete Testing – Foundation Walls	2	5 hrs. per trip	
Subgrade Verification – Interior Wall Foundations	1	4 hrs. per trip	
Concrete Testing – Interior Wall Footings	1	5 hrs. per trip	
Density Testing – Foundation Backfill	2	8 hrs. per trip	
Density Testing – Floor Slab Subbase	1	4 hrs. per trip	
Concrete Testing – Floor Slab	1	5 hrs. per trip	
Masonry Observation – Walls	4	5 hrs. per trip	
Steel Framing Observation – Roof Framing & Deck	1	5 hrs. per trip	
Sample Pickups (<i>Concrete cylinders</i>)	6	2 hrs. per trip	
Totals	23	99 hrs.	

AREA A - EXISTING <i>I to A.2 / A.C to South</i>			
Type of Service	Projected Trips	Technician Hours	Budget
Steel Framing Observation – Roof Penetration Framing	1	5 hrs. per trip	
Totals	1	5 hrs.	\$ 800

AREA B - EXISTING <i>H.2 to N.5 / 3.4 to 18.1</i>			
Type of Service	Projected Trips	Technician Hours	Budget
Density Testing – Floor Slab Infills Subbase	2	4 hrs. per trip	
Concrete Testing – Floor Slab Infills	2	5 hrs. per trip	
Steel Framing Observation – Roof Penetration Framing	1	5 hrs. per trip	
Sample Pickups (<i>Concrete cylinders</i>)	2	2 hrs. per trip	
Totals	7	27 hrs.	\$ 3,400

AREA C - EXISTING <i>D.5 to I.3 / 3.4 to 18.1</i>			
Type of Service	Projected Trips	Technician Hours	Budget
Density Testing – Floor Slab Infills Subbase	3	4 hrs. per trip	
Concrete Testing – Floor Slab Infills	3	5 hrs. per trip	
Steel Framing Observation – Roof Penetration Framing	1	5 hrs. per trip	
Sample Pickups (<i>Concrete cylinders</i>)	3	2 hrs. per trip	
Totals	10	38 hrs.	\$ 4,700

AREA D – SOUTHWEST ADDITION <i>D.G to D.A / D.1 to D.6</i>			
Type of Service	Projected Trips	Technician Hours	Budget
Subgrade Verification – Perimeter Foundations	5	4 hrs. per trip	
Concrete Testing – Perimeter Footings	5	5 hrs. per trip	
Concrete Testing – Foundation Walls	5	5 hrs. per trip	
Subgrade Verification – Interior Wall Foundations	5	4 hrs. per trip	
Concrete Testing – Interior Wall Footings	5	5 hrs. per trip	
Density Testing – Foundation Backfill	3	8 hrs. per trip	
Density Testing – Floor Slab Subbase	4	4 hrs. per trip	
Concrete Testing – Floor Slab	4	5 hrs. per trip	
Masonry Observation – Walls	8	5 hrs. per trip	
Steel Framing Observation – Roof & Canopy Framing	4	5 hrs. per trip	
Steel Framing Observation – Decking	2	5 hrs. per trip	
Sample Pickups (<i>Concrete cylinders</i>)	15	2 hrs. per trip	
Totals	65	275 hrs.	

Based on the projected technician trips and using rates in the attached fee schedule we have estimated a budget of **\$97,000**. This estimate includes all equipment, mileage, and travel with supporting laboratory testing and project engineering supervision.

OPTIONAL SCOPE OF WORK ITEMS THAT CAN BE PROVIDED UPON REQUEST

Fireproofing (SFRM and Intumescent Paint)

- Verification of acceptable condition of substrate
- Verification of thickness and documentation of field applied SFRM
- Density testing
- Bond strength adhesion/cohesion testing
- Verification of thickness and documentation of field applied Intumescent Paint

Roofing, Waterproofing, Traffic Coatings

- Visual observation of substrate conditions, temperatures, dryness
- Visual observation for continuity of system with no gaps or holes
- Installation procedures followed including verification of approved materials, UV exposure, surface primed, proper lap, cleanliness, and proper patching

Sheet Waterproofing

- Visual observation of waterproofing per manufacturers and plan requirements
- Observe flood testing and examine underside of decks and terminations for evidence of leaks

Modified Bituminous Sheet Air Barriers

- Visual observation of bituminous sheet air barriers per manufacturers and plan requirements
- Verify continuity and support of air-barrier system
- Verify site conditions for application temperature and substrate conditions
- Verify all penetrations have been sealed

EPDM Single-Ply Membrane Roofing

- Visual observation of EPDM roofing application per manufacturers and plan requirements
- Verify alignment, bonding adhesive, fasteners, side laps, tape seams

Firestopping

- Visual observation of installation procedures to verify compliance with requirements

Joint Systems

- Visual observation of installation procedures per manufacturer instructions
- Examine substrate conditions with Installer for compliance to requirements

The indicated optional items have not been included in the following cost estimate. We have considered fabrication for structural steel, precast/pre-tensioned concrete and/or masonry, where applicable, will be performed at facilities accredited by nationally recognized organizations (ACI, AISC, PCI, etc.); waiving testing requirements for these types of materials. We welcome the opportunity to provide testing quotes in these work areas should you desire.

Assumptions & Clarifications

The proposed fee is based upon the following assumptions:

- Work will be scheduled and coordinated through the Construction Manager
- Standard weekday working hours are anticipated
- Contractor will provide reasonable advance notice for requested testing services
- Testing frequencies will align with project specifications and industry standards
- Existing geotechnical information included within the project documents will be utilized for reference

The following services, if required, may be considered additional services:

- Re-testing resulting from failed materials or corrective work
- Off-hours, weekend, or holiday work
- Additional services beyond the proposed scope of work
- Scope changes, redesign activities, or significant schedule extensions
- Environmental or hazardous materials services not identified within the RFP

Additional services, if authorized, will be billed in accordance with MTC's standard rate schedule.



FEE SCHEDULE

PERSONNEL

Principal	\$255/hr	SST Technician III	\$150/hr
Sr. Project Manager	\$215/hr	SST Technician II	\$140/hr
Project Manager	\$195/hr	SST Technician I	\$130/hr
Sr. Proj Eng/Geol/Env Professional	\$190/hr	Technician IV	\$95/hr
Project Eng/Geol/Env Professional	\$185/hr	Technician III	\$85/hr
Asst Proj Eng/Geol/Env Professional	\$170/hr	Technician II	\$75/hr
Sr. Staff Eng/Geol/Env Professional	\$155/hr	Technician I	\$65/hr
Staff Eng/Geol/Env Professional	\$140/hr	Project Assistant	\$75/hr
Field/Lab/SST Manager	\$150/hr		

Minimum charge for field assignment is four hours per trip. Overtime is 1.5 times standard rate. Overtime is time worked prior to 8:00 a.m., after 4:30 p.m., more than eight hours per day or Saturdays, Sundays or holidays. Chargeable time includes travel (portal to portal), time on-site, and required office time. Review of field and laboratory reports is mandatory practice and is charged at the appropriate level required.

OTHER

Mileage	N/A	Per diem - meals (overnight)	\$75/day
Vehicle (Local Use)	\$50/day	Direct reimbursable expenses	Cost+15%

EQUIPMENT (Daily Rates unless otherwise indicated)

Geo-Environmental

Bailer	\$38/ea
Earth Resistivity	\$500
Four Gas Monitor	\$125
GPS	\$175
Ground Penetrating Radar (GPR)	\$935
Electromagnetic Locating Tool	\$190
TEXAMe Pressuremeter	\$4,320/wk
Low Flow Pump	\$585
Photo-Ionization Detector	\$250
Slope Inclinator	\$500
Turbidity Meter	\$90
Water Level Meter	\$80
Vane Shear Test Apparatus	\$175
Plate/Pile Load Test Equipment	\$745
Drone	\$245
Vapor Pin Kit (day rate + \$6/point)	\$245
Gas Vapor Probe Kit	\$63
Groundwater Sampling Filters	\$23
Infiltration Test Equipment	\$155
Probex Dilatometer	\$4,320/wk
Multi-channel Analysis of Surface Wave Equipment	\$3,500/wk

Industrial Hygiene

Occupational Exposure Air Sampling	\$115
Hazardous Material Bulk Sampling	\$95
Mold Sample Analysis	\$75
Toxic Characteristic Leachate Procedure Analysis	\$340

Safety

Traffic Sign	\$80
Arrowboard	\$230
Safety Cone	\$12

CMT

Anchor Bolt Pull Out Equipment	\$345
Avongard Crack Monitor	\$80/ea
Coring Machine	\$315
Concrete Surface Moisture Gauge	\$155
Concrete Floor Moisture Vapor Kit	\$75/ea
Concrete Relative Humidity Kit, F2170	\$165/plug
Floor Profiler	\$350
Load Cell	\$420
Maturity/Temperature Sensor	\$145
Nuclear Density Gauge	\$0
Pile Echo Tester	\$250
Portable Beam Flexural Test Frame	\$210
Positest Adhesion Tester	\$290
Adhesion Dolly	\$16/ea
Roughness	\$280
Slip Resistance	\$280
Windsor Probe or Schmidt Hammer	\$290
Windsor Probe Charge Set	\$115/set
Water Spray Testing Equipment, AAMA 501.2	\$155
Air Leakage Testing Equipment, ASTM E1186	\$475

SST

Infrared Camera	\$290
Magnetic Particle Equipment	\$105
SFRM Cohesion/Adhesion Kit	\$85/ea
Skidmore® Bolt Tension Calibrator	\$205
Torque Multiplier	\$180
Torque Wrench	\$140
Ultrasonic Equipment	\$210
UT Thickness Gauge	\$210
Positector Paint Thick (Metal Substrate)	\$115
Positector Paint Thick (Non-Metal Substrate)	\$290



FEE SCHEDULE

LABORATORY (Rate per sample unless otherwise indicated)

Geotechnical

Modified/Standard Proctor, D1557, D698	\$275
Proctor – method C, 6" mold, add	\$100
Relative Density (Max/Min Index Density), D4253, D4254	\$640
Sieve Analysis and LBW, D6913, D1140	\$240
Grain Size Distribution, Hydrometer, D422, D7928	\$305
Specific Gravity, D854	\$180
Atterberg Limits, D4318	\$155
Soil pH, D4972	\$105
Organic Content/Loss on Ignition, D2974	\$180
Total Porosity, D854, D2216, D7263	\$200
Density & Moisture, D2216, D7263	\$75
Moisture Content, D2216	\$37
Percent Solids	\$170
Shelby Tube - Visual Classification, D2488	\$120
Shelby Tube - Extrusion, D2488	\$75
California Bearing Ratio (per pt), D1883	\$560
Direct Shear (up to 3 pts), D3080	\$1,170
Unconfined Compression, D2166	\$120
Triaxial UU (1 point), D2850	\$465
Triaxial CU (up to 3 pts), D4767	\$2,220
Triaxial CD (up to 3 pts), D7181	\$2,690
Laboratory Vane Shear, D4648	\$175
Consolidation, D2435, Method B	\$935
Permeability – Constant Head, D2434	\$405
Permeability – Fall. Head, EM 1110-IV-1906	\$435
Permeability – Flex Wall, D5084	\$695
Permeant Interface Device, D7100	\$330
Remolding of Samples, add	\$115
Soil Resistivity, G187	\$405
Paint Filter Test, EPA 9095B	\$52
Thermal Resistivity, D5334	\$1,285

Rock Core

Hardness by Rebound Hammer, D5873	\$290
Unconfined Compression, D7012	\$315
Unconfined Compression w/ Strain, D7012	\$520
Unconfined Comp. w/ Poisson Ratio, D7012	\$820
Slake Durability Index, D4644	\$375
Point Load Strength, D5731	\$200
Indirect Tensile (per pt), D3967	\$125

Masonry

Grout Prism Compression, per prism, C1019	\$115
Hyd. Cement Cube Compression, per cube, C109	\$48
Comp. of Concrete Block Prisms, per block, C1314	\$465
Moisture, Absorption, Net Area of Concrete Block, per block, C140	\$285
Compression of Concrete Block, per block, C140	\$265
Brick Comp. Strength, Abs, Saturation, IRA, Efflorescence, set of 15, C67	\$1,285

Hourly rate for special testing \$275/hour

Aggregates

Sieve Analysis and LBW, C136, C117, MTM 108, 109	\$230
Deleterious Materials, MTM 110	\$155
Percent Crushed, MTM 117	\$105
Soundness, C88	\$1,170
L.A. Abrasion, C131	\$700
Specific Gravity + Absorption of Course Agg, C127	\$345
Specific Gravity + Absorption of Fine Agg, C128	\$385
Unit Weight, dry-rodded, C29	\$285
Organic Impurities in Fine Aggregate, C40	\$265
Sand Equivalent Value, D2419	\$640
Fine Aggregate Angularity, MTM 118	\$265
Angularity Index, C1252	\$265
Flat and Elongated Particles, D4791	\$205

Concrete

Concrete Compression, per cylinder, C39	\$26
Cylinder Molds (cyls. not molded by MTC)	\$8
Core Compression, C42	\$100
Shotcrete cores (cut/comp. or spare), C1140	\$125
Splitting Tensile Strength, C496	\$125
Beam Flexure, C293, C78	\$140
Shrinkage Test, C157 mod	\$700
Concrete Core Absorption, C642	\$135
Alkali Silica Reactivity (ASR), C1567, C1260	\$1,050

Bituminous Mixtures

Marshall Stability and Flow, per plug, D6927	\$290
Bulk Specific Gravity, per plug/core, D2726	\$180
Molding Marshall Plugs, per plug, D6926	\$125
Theoretical Maximum Density (Rice), D2041	\$315
Molding Gyrotory Plugs, per plug, D6925	\$230
Moisture Content, D1461	\$125
Preparation of Bituminous Core	\$53
Mix Verification (extract, sieve, LBW, crush), MTM 325, 108, 109, 117	\$520
Core Thickness, per core, D3549	\$65

Steel

Fireproofing Density Test, AWCI Manual 12-A	\$115
Side Bends – Machine/bend, E190	\$280
Face/Root Bends – Machine/bend, E190	\$280
Tensile, Ultimate, A370	\$290
Yield with Deflective Curve	\$90
Elongation, Reduction in Area, A370	\$115
Jack Calibration	\$935

Pipe

ABS Truss Pipe Test, 8" – 15" dia., D2680	\$315
PVC Pipe Test, 6" – 8" dia., D3034	\$375

GENERAL CONDITIONS

1. The scope of work includes the specific geotechnical, testing or other services to be performed by Materials Testing Consultants, Inc. (MTC) as set forth in MTC's proposal, the client's acceptance thereof if accepted by MTC and these general conditions. "Client" refers to the person or business entity ordering the work to be performed by MTC. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing the work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. The ordering of work from MTC shall constitute acceptance of the terms of MTC's proposal and these General Conditions.
2. Client will arrange for and provide access to the site as is necessary for MTC to perform the work. MTC, unless specifically indicated otherwise in the proposal, has not included cost for restoration due to damage to the site that may occur during the work.
3. Test samples will be disposed immediately upon completion of the assigned tests unless prior written arrangements have been made to hold the samples for a longer period of time. Samples from drilling operations will be held for 60 days after submittal of MTC's report.
4. MTC's work shall not include supervising construction or determining the means, methods, techniques or sequences of construction. MTC shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare.
5. Client shall cause all tests and inspections of the site, materials and work performed by MTC or others to be timely and properly performed in accordance with the plans, specifications and contract documents and MTC's recommendations. No claims for loss, damage or injury shall be brought against MTC by client or any third party unless all tests and inspections have been so performed and unless MTC's recommendations have been followed. Client agrees to indemnify, defend and hold MTC, its officers, employees and agent 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 not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of MTC, subject to the limitation contained in paragraph 9.
6. Client represents and warrants that he has advised MTC of any known or suspected hazardous materials, utility lines and pollutants at any site at which MTC is to do work hereunder, and unless MTC has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save MTC 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 MTC's performance of its work and resulting to or caused by contact with such subsurface or latent objects where the actual or potential presence and location thereof were not adequately and clearly revealed to MTC.
7. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty days of its receipt. All credit card payments will be subject to a processing fee of three percent. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty-day period at the rate of eighteen percent per annum until paid. Client agrees to pay MTC's cost of collection of all amounts due and unpaid after sixty days, including court costs and reasonable attorney's fees. MTC 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 MTC waives any right to a mechanics' lien, or any provision conditioning MTC's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that MTC 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 MTC from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.
8. Nothing contained within this agreement shall be construed or interpreted as requiring MTC to assume the status of an owner, operator, generator, storer, transporter, treater 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.
9. Ground Penetrating Radar (GPR) and Remote Sensing Services (RSS). Client acknowledges that the use of GPR and other RSS are not always reliable and there are limitations on the use of GPR and RSS to locate buried or embedded objects in the ground or in structures (for example, field conditions, soil moisture content, material type, masking of deeper embodiments by shallow embodiments and thickness of the material to which the GPR and RSS Services are to be applied; and only center lines of embedded objects can be located) which may make GPR and RSS less precise than actual excavation other embedded object location technologies. MTC may rely on statements and plans of Client's representatives (including on-site employees or employees or representatives of contractors or subcontractors working for Client) as to the characteristics of the structure or location to be tested using GPR and RSS. Client agrees that it shall have the sole responsibility for the use of any information obtained as a result of the GPR and RSS, including reliance on any data there from in order to determine the location of drilling operations or other penetration of the location, area of structure to which such services are applied. MTC has no responsibility or obligation other than to deliver the results obtained from application of GPR and RSS. How and when the work product from the GPR and RSS shall be used (or not used) shall be in the sole and exclusive discretion of Client, and MTC shall have no obligation or responsibility to Client after the required services are completed and the work product is delivered.
10. MTC'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, MTC WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN MTC REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD MTC OR ANY OF ITS PROFESSIONAL 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 MTC'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF MTC, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$50,000 OR THE TOTAL AMOUNT OF THE FEE PAID TO MTC FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER IS GREATER.
11. Subject to the foregoing limitations, MTC agrees 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 arising out of MTC's negligence to the extent of MTC's negligence. 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 MTC, the party initiating such action shall pay to MTC the costs and expenses incurred by MTC to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that MTC shall prevail in such suit.
12. MTC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay MTC's legal expenses, administrative costs and fees pursuant to MTC's then current fee schedule for MTC to respond to any subpoena.
13. 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.
14. Client agrees to not solicit, entice, or offer employment of any nature to any MTC personnel.
15. 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.
16. This agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, MTC shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place MTC's files in order and/or protect its professional reputation.

Since 1937, the American Council of Independent Laboratories (ACIL) has provided the industry-recognized voice for the independent testing profession. This position paper provides a compilation of statements from ACIL's Construction Materials Engineering and Testing (CMET) Section regarding definitions, clarification, and positions the Construction Materials Engineering and Testing profession believes are necessary for the advancement of the profession and to help protect safety, health and welfare of the general public.

Inspections are professional services and, as such, shall be procured by Qualification-Based Selection (Brooks Act). This document was prepared to assist Building Officials, Owners, and Design Professionals in selecting and procuring inspection services on constructed related projects. What follows outlines the responsibilities and requirements for Inspection Agencies (IA) and Special Inspectors and the expectations for Building Officials, Owners, and Design Professionals, as interpreted by the CMET section, from the various industry-related standards.

DEFINITIONS

- **Accreditation:** Third party attestation related to a conformity assessment body conveying formal demonstration of its competence to carry out specific conformity assessment tasks.
- **Accreditation Body (AB):** Recognized Authoritative Body, which performs accreditation.
- **Approved:** Acceptable to the building official or authorized representative of the local Authority Having Jurisdiction (AHJ).
- **Approved Agency:** An established and recognized agency that is regularly engaged in furnishing inspection services, where such agency is approved by the building official or a representative of the AHJ.
- **Building Official:** The officer or other designated authority charged with the administration and enforcement of the local building code or a duly authorized representative.
- **Inspection:** Visual observation of construction activities and materials testing to assess whether the specific items are in substantial conformance with the requirements of the approved contract documents.
- **Registered Design Professional (RDP):** An individual who is registered or licensed to practice their design profession, as defined by the statutory requirements of the state or jurisdiction in which a project is to be constructed.
- **Registered Design Professional in Responsible Charge:** An RDP engaged by the Owner or the Owner's authorized agent to review and coordinate certain aspects of the project, as determined by the building official, for compatibility with the design of the building or structure.
- **Special Inspection:** Inspection or monitoring of specific items of construction (materials, equipment, installation, fabrication, erection, or placement of components and connections) requiring the expertise of an approved Special Inspector to assess compliance with the applicable building code and the approved construction documents.
- **Continuous Special Inspection:** Special Inspection by the special inspector who is present when and where the work to be inspected is performed.
 - There may be inspection items where the special inspector does not need to be present during the performance of every sequence of the work that requires special inspection.
- **Periodic Special Inspection:** Special Inspection by the special inspector who is intermittently present where the work to be inspected has been or is being performed.
- **Special Inspector:** A qualified person employed or retained by an Approved Agency and approved by the Building Official as having the competence necessary to inspect the specific items of construction requiring Special Inspection.
- **Structural Observation:** The visual observation of the structural system by the RDP for general conformance to the approved construction documents.

ACCREDITATION

Although there is some attention to qualification and accreditation for Construction Materials Engineering and Testing (CMET) agencies, there is little attention given to qualification and accreditation for Inspection Agencies (IA).

Accreditation of IA's should be performed by recognized Accreditation Bodies (AB's), following the requirements of AASHTO-18, ISO 17020 and/or ASTM E329. Examples of recognition may be by a signatory of the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA), or by The National Cooperation for Laboratory Accreditation (NACLA) through a Memorandum of Understanding (MoU) with ACIL. ACIL encourages the use of recognized AB's for accreditation of IA's. This ensures minimum established criteria is met and could eliminate the need for duplicate accreditations.

Compliance with the requirements specified in any of the following documents would satisfy the requirements of sections 8 through 12 of ASTM E329 (quality system, responsibilities, inspections, records, and reporting): ASTM D3740, ASTM D3666, ASTM C1077, ASTM C1093, ASTM E543, ASTM A880, AASHTO R18, or ANSI/ISO/IEC 17025. These documents must be used in addition to ASTM E329 and/or ISO 17020, as applicable to the elements that are being evaluated in the accreditation.

ACCEPTANCE & PROCUREMENT OF INSPECTION AGENCY

The Inspection Agency shall be retained by the Owner or the Registered Design Professional. While some municipalities allow for the Contractor or Construction Manager to retain the inspection agency, we agree with the International Building Code (IBC), which requires the Owner or the Registered Design Professional (RDP), acting as an agent of the owner, to retain the services of the Inspection Agency (IBC 1704.2). The RDP shall prepare a statement of the required special inspections in accordance with Section 1704.3.1 of the IBC. This statement is then provided to the Building Official by the owner or applicant.

The Inspection Agency must be acceptable to the Building Official. The Building Official must determine that the Inspection Agency meets the requirements of Chapter 17 of the International Building Code. Per the building code, to accept the Inspection Agency, the Building Official must verify the independence, adequacy of equipment, and experience of personnel in conducting, supervising, and evaluating tests and special inspections (IBC 1703.1).

ACIL encourages the Owner, Registered Design Professional, and Building Official to rely on IA's accredited by recognized accreditation bodies or compare qualifications of inspection agencies to the requirements of ISO 17020 and E329 when evaluating an Inspection Agency to meet the minimum requirements for Special Inspections. Accreditations must be relevant to the areas in which testing and inspections are performed. The IA may be the same firm retained to perform construction materials engineering and testing services on a project. The construction materials engineering and testing firm should be selected in accordance with ACIL position paper for Procurement and Effective Practices of Construction Materials Engineering and Testing Services.

INDEPENDENCE

Many building codes require that IA's be independent. The independence of these agencies ensures performance of inspections without regard for source or cause of deficiencies.

ACIL defines independent engineering firms as commercial entities engaged in analysis, testing and inspection, materials engineering, sampling, and related consulting services for the public. They are not affiliated with any institution, company, or trade group that might affect their ability to conduct investigations, render reports, or give professional, objective, and unbiased counsel.

IBC section 1703.1.1 Independence states: "An approved agency shall be objective, competent and independent from the contractor responsible for the work being inspected. The agency shall also disclose to the building official and the registered design professional in responsible charge possible conflicts of interest so that objectivity can be confirmed."



ASTM E329 section 5.2 states: "The agency shall have arrangements to ensure that its personnel are free from any commercial, financial, and other pressures including trade organization rules that may adversely affect their independence, their judgment, and the integrity of their services."

ISO 17020 section 4.1 Impartiality and Independence states: "Inspection activities shall be undertaken impartially. The inspection body shall identify risks to its impartiality on an ongoing basis. If a risk to impartiality is identified, the inspection body shall be able to demonstrate how it eliminates or minimizes such risk." Appendix A, of this standard, provides independence requirements for inspection bodies.

ACIL supports the IBC, ASTM E 329, and ISO 17020, and encourages procurement of IA's that exist as independent agencies.

ACCEPTANCE OF SPECIAL INSPECTORS

The Special Inspector (SI) must be employed or retained by the Inspection Agency. As with the Inspection Agency, the SI must be approved by the Building Official. IBC section 1704.2.1 states "the Approved Agency shall provide written documentation to the building official demonstrating the competence and relevant experience or training of the special inspectors in addition to qualifications specified in other sections of the code."

ASTM E329 Section 6.2.6 provides further definition of this documentation stating "the Inspector shall have sufficient education and on-the-job training or trade school training to properly perform the inspection assigned. This person must be able to demonstrate competence for the inspection that is being conducted, either by oral or written examination, or both. Certification, as appropriate for the services being performed, or certification by other qualified national authorities, as appropriate to the service, shall be considered as one means of documenting competency."

ACIL encourages the Building Official to use documented certification of inspectors in the various service areas as the primary means of determining competency. Mutual, not duplicative, recognition of certification is encouraged. Where certification is not available, documented in-house evidence of training and education may be acceptable to the Building Official.

The RDP may be approved to provide special inspections if they meet all the requirements of an Inspection Agency and their personnel meet the requirements of a SI (i.e., competence, training and experience) (IBC 1704.2.1). The IBC differentiates between "Structural Observation" by the RDP and "Special Inspection" by the IA as two distinct and separate functions (IBC 1704.6). We support such distinction. The RDP does perform visual observation of the structural system for general conformance to the approved construction documents.

RESPONSIBILITIES OF SPECIAL INSPECTORS & INSPECTION AGENCIES

The Inspection Agency services shall be performed under the oversight (direction of a person charged with engineering managerial responsibility) of a registered professional engineer who is a full time employee of the agency (ASTM E329 section 6.2.2).

The SI and IA shall:

- Not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, Construction Manager, and/or Subcontractor or safety precautions and programs incident to the work of the Contractor.
- Only perform inspections for which they are adequately equipped and staffed and that inspections are performed by adequately trained personnel. Perform inspections in accordance with appropriate standards, as referenced in their contractual agreement (ACEC CASE#4).
- Assess, through inspection and/or monitoring the conformity of construction activities and materials used in construction with regulations, codes, standards, and approved project plans and specifications.
- Report identified discrepancies immediately to the contractor for correction. If not corrected the discrepancies shall be brought to the attention of the client, building official, and the RDP, prior to completion of that phase of work. The SI or IA shall not be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents nor shall the SI or IA have the authority to stop work on the project, unless specifically authorized by contract.
- Keep records of special inspections. As authorized by the client, reports of special inspections shall be submitted to the Owner, RDP,



Contractor, and to the Building Official. Reports shall be accurate, clear, objective, unambiguous, and cite the inspections performed, results obtained, parts of the structure or project site involved, and any other similar pertinent data as identified in ASTM and other applicable standards. Reports shall indicate whether the specific items inspected are in conformance with the approved construction documents.

Reports should be signed by the IA's appropriate licensed Professional Engineer, or designated representative, in accordance with State licensing board requirements or local building code requirements. Disclosures in a report shall not make the IA responsible in any way for any failure by any Contractor (or subcontractor) to carry out work and to provide material in accordance with the project plans, specifications and contract documents.

None of the services performed by the IA shall cause it to be inferred that the IA has or will assume, abridge or abrogate any duties, responsibilities or authority customarily vested in (or imposed by Contract upon) the Design Professionals or other cognizant design authorities or agencies.

The IA shall not be authorized to accept, revoke, alter, relax, enlarge or release any requirements of the project specifications or other related contract documents.

Items are inspected and monitored by the IA, as the project progresses. However, failure to detect any deficient items shall not, in any way, prevent later effective rejection of items when a deficiency is discovered.

In no event shall the IA be liable or responsible for the acts or errors or omissions of any other Party involved in the design, construction, monitoring or inspection of the Project.

RESPONSIBILITIES OF OTHER STAKEHOLDERS

Contractor is fully responsible for the construction work in accordance with the contract documents. IA is not held liable for work performed by Contractor, Subcontractors, and Construction Manager.

Contractor is responsible for tracking discrepancies identified by the IA, and for the corrective action performed to resolve the discrepancy. Resolution of discrepancies requiring modification must be approved by the registered design professional.

Appropriate schedule notification shall be given to the IA for special inspection items identified in the construction documents and coordination of full access to work areas to be inspected. At a minimum, 24-hour notice shall be provided, but, it is expressly acknowledged that there will be situations where inspections or observations require more notice.

ACIL recommends that pre-construction conferences be held, during various stages of the work (i.e. Sitework, Foundations, Concrete, Masonry, Structural Steel, Fireproofing, etc.), with the IA, owner's representative, construction manager, contractors, and designer(s) of record, as applicable, to review the inspection requirements, frequencies of inspections, notification requirements, and responsibilities of applicable parties.

REFERENCE STANDARDS

AASHTO R18: Standard Recommended Practice for Establishing and Implementing a Quality System for Construction Materials Testing Laboratories

ANSI/ISO/IEC 17020: Conformity assessment - Requirements for the operation of various types of bodies performing inspection

ANSI/ISO/IEC 17025: General requirements for the competence of testing and calibration laboratories



ASTM A880:	Standard Criteria for Use in Evaluation of Testing Laboratories and Organizations for Examination and Inspection of Steel
ASTM C1077:	Standard practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation
ASTM C1093:	Standard Practice for Accreditation of Testing Agencies for Masonry
ASTM D3666:	Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D3740:	Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM E329:	Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection
ASTM E543:	Standard Specification for Agencies Performing Nondestructive Testing
IBC:	International Building Code
ACEC CASE # 4:	American Council of Engineering Companies An Agreement between Owner and Structural Engineer for Special Inspection Services

ABOUT ACIL & MEMBER FIRMS

ACIL is the trade association representing independent, commercial scientific and engineering firms. ACIL members are professional service firms engaged in testing, product certification, consulting, and research and development. The association was founded in 1937.

Each member of the Association agrees it is their policy to abide by the following code of ethics: To cooperate in elevating and maintaining the professional status of independent scientific, engineering and testing firms and in securing recognition of the value of services rendered by them.

- To assert competency only in work for which adequate equipment and personnel are available or adequate preparation has been made.
- To have a clear understanding with the client as to the extent and kind of services to be rendered, especially in fields where different grades or characters of services are offered.
- To endeavor in reports to make clear the significance and limitations of findings reported.
- To safeguard reports as far as possible against misinterpretation or misuse, and to contend against such misinterpretation or misuse.
- To oppose and to refrain from incompetent and fraudulent inspection, sampling, analysis, testing, consultation, development and research work.
- To deal honestly and fairly in all business and financial matters with employees, clients and the public.
- ACIL's Mission is to enhance members' success by:
 - Providing advocacy, education, service and mutual support
 - Promoting quality, ethics, objectivity and free enterprise.
- ACIL's core values include:
 - Ethical, Objective and Quality Business Practices
 - Spirit of Community and Sharing
 - Growth of Individuals and Their Businesses
 - Advocacy for Our Industry

ACIL is committed to promoting and protecting the interests of independent scientific, engineering and testing firms. Its goal is a business environment where independence is valued and competition is fair. Issued by the Construction Materials Engineering and Testing Section of the American Council of Independent Laboratories on December 29, 2017.

Professional Service Industries, Inc.
3120 Sovereign Drive, Suite C, Lansing, MI 48911
Phone: (517) 394-5700
Fax: (517) 394-5796

Mr. Chris Katz
Union City Community Schools
430 Saint Joseph Street
Union City, Michigan 49094

Re: **Construction Materials Testing, Observation & Engineering Services**
Union City Middle/High School Additions and Renovations
430 Saint Joseph Street
Union City, Michigan

Dear Mr. Katz:

Thank you for giving us this opportunity to propose our services to you. PSI (Professional Service Industries, Inc.), an Intertek company, is submitting this proposal to provide construction materials testing, observation, and engineering services for the referenced project. Presented below is a review of furnished project information, along with our proposed scope of services and fee information.

PROJECT UNDERSTANDING

Briefly, we understand that Union City Community Schools is planning to construct two building additions to the northeast and west side of Union City High School. The additions will be single story structures of masonry construction with a metal roof deck. The additions will be supported by shallow continuous wall and spread footings and will have 4- and 6-inch-thick concrete floor slabs. Site work will include new utility installation, concrete sidewalks, and asphalt parking lot rehabilitation. The project will also include renovations of the existing school interior.

SCOPE OF SERVICES

Based upon your request and our current understanding of the project, we have outlined the following scope of services to provide construction materials testing, observation, and engineering services.

- Site Preparation and Earthwork Operations
 - Monitor earthwork cut and fill operations
 - Evaluate engineered fill and backfill materials
 - Determine the moisture content and in-place dry density of engineered fill and backfill materials
 - Observe proofrolling operations for subgrade preparation





- Foundation Construction
 - Observe, test and evaluate the bearing soils at the bottom of excavations for shallow foundations
 - Determine the suitability of bearing materials and verification of conditions shown in the geotechnical report
- Cast-in-Place Concrete
 - Check the placement of steel reinforcing
 - Perform field tests to verify the conformance of the plastic concrete
 - Determine the compressive breaking strength of concrete cylinders molded in the field
 - Perform floor flatness and levelness of the concrete floor slabs
- Masonry
 - Observe the masonry during erection for proper installation of reinforcing steel, placement of mortar and grout, and dowel alignment where required
 - Determine the compressive breaking strength of grout prisms molded in the field
- Structural Steel
 - Observe the field erection procedures
 - Observe that the installation is in accordance with approved shop drawings
 - Verify the tension of high-strength bolts
 - Observe the welded connections and bolts including shear studs and braced and moment connections
 - Observe the metal decking for material, gage and compliance with contract documents
- Asphalt Paving Operations
 - Observe the asphalt placement operations, including visual evaluation of asphalt delivered to the site and monitoring layer thickness, mix temperatures and rolling procedures
 - Determine the in-place density and percent compaction of the asphalt during the paving operations
 - Perform extraction-gradation testing

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

REPORTS

PSI will distribute reports for this project using the Construction Hive™ web portal. Construction Hive™ is a secure report distribution platform being employed by PSI to provide a better experience to our clients. Construction Hive™ provides 24-hour access to reports on this website and has powerful report viewing, retrieval and searching capabilities. In addition, reports marked as out of specification will be treated as a special case that can generate their own specific notifications.



FEES

PSI proposes to provide the described services on a unit price basis. Total fees will be determined by the actual amount of technical time expended for this project and the actual quantity of laboratory tests performed. For preliminary budgeting purposes, PSI has prepared the following estimated cost for testing services based on information supplied by Union City Community Schools. Based on the scope of services outlined above, we estimate our fee at **\$48,785.00** as detailed in our Schedule of Services and Fees attached to this proposal. The work performed by PSI will depend on the actual construction schedule. All work will be performed at the direction of Union City Community Schools or The Christman Company.

AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of authorization. Prior to initiating our services, PSI should be provided a complete set of the construction plans and specifications.

PSI appreciates the opportunity to provide construction materials testing, observation and engineering services for your project and looks forward to working with you. PSI provides additional consulting services, which include environmental services, geotechnical engineering and consulting, roof consulting and inspection services, pavement and asphalt testing services and specialty engineering and testing. The PSI Michigan offices and full-service laboratories are in Detroit, Lansing, Macomb Township, Plymouth and Saginaw. If you have any questions, please feel free to call us at 517-394-5700 to discuss this proposal or any of the services listed above.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

A handwritten signature in black ink, appearing to read 'Jordan Most'.

Jordan Most
Staff Engineer

A handwritten signature in black ink, appearing to read 'Joel A. Walter'.

Joel A. Walter, P.E.
Branch Manager

JAW/RB/lmr

Attachments: General Conditions (pages 5 and 6 of 7)
Schedule of Services and Fees (page 7 of 7)



PROPOSAL ACCEPTANCE:

AGREED TO, THIS	_____	DAY OF	_____	, 2026.
BY (please print):	_____			
TITLE:	_____			
COMPANY:	_____			
SIGNATURE:	_____			

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No.: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

Name	Company	E-mail address

7. Invoicing Address: _____

 Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:

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.



SCHEDULE OF SERVICES AND FEES
 Union City Middle/High School Additions & Renovations
 Union City Community Schools
 Union City, Michigan

Description	Quantity	Units	Unit Cost	Estimated Amount
Field Testing Services				
Engineering Technician	480	hours	\$55.00	\$26,400.00
Structural Steel Inspector	15	hours	\$95.00	\$1,425.00
Nuclear Density Equipment	6	days	\$70.00	\$420.00
Transportation Charge	60	trips	\$50.00	\$3,000.00
Laboratory Testing Services				
Concrete Compression Tests	145	cylinders	\$20.00	\$2,900.00
Moisture Density Relation of Soils	2	tests	\$200.00	\$400.00
Sieve Analysis	2	tests	\$95.00	\$190.00
Grout Prisms	40	prisms	\$45.00	\$1,800.00
Asphalt Extraction and Gradation	2	tests	\$225.00	\$450.00
Engineering Services				
Project Set Up Fee	1	lump sum	\$200.00	\$200.00
Project Manager	80	hours	\$145.00	<u>\$11,600.00</u>
ESTIMATED TOTAL				\$48,785.00

1. All fees and services are provided in accordance with the attached PSI General Conditions.
2. Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to a 5% annual increase thereafter.
3. Services and fees not listed on this schedule may be quoted on request.
4. All rates are billed on a portal to portal basis.
5. Services will be charged on a whole hour basis. All field testing and observations services will be billed a four (4) hour minimum per trip.
6. Overtime rates will be applicable for services performed more than 8 hours per day Monday through Friday, before 7:00 AM or after 6:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate will be 1.5 times the applicable hourly rate. Services performed on Sundays and holidays will be invoiced at 2 times the applicable hourly rate. Surcharges for laboratory services during overtime hours or for expedited results may apply. PSI observes the following holidays: New Year's Day, the day before or after New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, and Christmas Day.
7. Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
8. A project set-up charge of \$175.00 applies to all projects.
9. For all PSI services, a project/management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
10. Equipment, travel, shipping, and/or any outside services performed will be billed at cost plus 15%.
11. PSI will deliver reports electronically to the client and others on the specified distribution list. Reports will be posted on a password protected, secure website available only to those on the distribution list. If requested, PSI will distribute hard copies of the report by mail in accordance with your instructions. Hard copies will be billed at the rate of \$0.40 per sheet plus preparation time.
12. Unless noted otherwise: Concrete cylinders are made in accordance with ASTM C-31 except for Section 10.2.2. Asphalt field compaction tests are performed in accordance with ASTM D-2950 except Section 3.5. Asphalt extraction date from ASTM D-6307 Method A except Section 9 or Method B except Section 12.
13. PSI reserves the right to withhold all reports until we receive a signed Proposal Acceptance or other acceptable written authorization to proceed with the work as outlined.



Union City Community Schools
430 Saint Joseph Street
Union City, MI 49094

May 14, 2026

Attention: Chris Katz
Project Name: UCS Middle/High School Addition and Renovations
Project Location: Union City, Branch County, MI

Dear Chris Katz

Soils & Structures, Inc. is pleased to present our proposal for the above mentioned project. A budget has been provided below and a full scope is listed in Exhibit A.

Budget Summary for - UCS Middle/High School Addition and Renovations

Task Name	Cost
Soils	\$8,440.00
Concrete	\$16,675.00
Masonry	\$4,848.00
Structural Inspections	\$3,200.00
Laboratory Services	\$1,120.00
Project Management	\$5,142.00
Project total:	\$39,425.00

Proposal Notes

Our professional services are invoiced at a portal-to-portal hourly rate.

The current project estimate assumes all work will be performed Monday through Friday, 7:00 a.m. to 5:00 p.m. and does not account for weekend, holiday, or overtime hours. Any work performed outside of this assumed schedule will be invoiced at 1.5 times (1.5x) the standard hourly rates listed in the proposal.

Scheduling Inspections

To ensure we can meet your project's schedule and requirements, we recommend submitting inspection notifications at least one business day prior to the anticipated work date. Inspection work is scheduled on a first-come, first-served basis, so please allow as much lead time as possible when requesting services. We always make every effort to accommodate urgent, last-minute requests.

The price and terms of this offer are valid for 120 days from the date of this proposal. We look forward to being of service to you. Please contact our office with any questions you may have. If the proposal is found acceptable, please sign below and return.

Sincerely,

Soils & Structures



Drew Britton
Project Manager

Exhibit A - Scope of Services
Exhibit B - Terms & Conditions

Fee Arrangement: Work to be invoiced according to the proposal dated May 14, 2026

Special Conditions: None

Accepted by**:

(Client/Company)

(Printed Name/Title)

(Signature)

(Date)

EXHIBIT A Scope of Services

Soils

Inspections for soil in accordance with section 1705.6:

- Inspection of site preparation
- Fill placement and evaluation of in place density
- Inspections will follow the requirements which comply with the approved soil report as specified in section 1803.5

Cost Estimate for - Soils

Description	Qty	Rate	Units	Total
Engineering Technician	80.00	\$93.00	RtHr	\$7,440.00
Trip Charge (truck, mileage, equipment)	20.00	\$50.00	Trip	<u>\$1,000.00</u>
			Total for Soils	\$8,440.00

Concrete

Inspections for concrete in accordance with section 1705.3:

- Verification of mix design
- Verification of proper reinforcing steel placement and spacing
- Sampling of fresh concrete for slump per ASTM C143
- Sampling of fresh concrete for air content per ASTM C231
- Sampling of fresh concrete for density per ASTM C138
- Sampling of fresh concrete for temperature per ASTM C1064
- Sampling of fresh concrete for strength per ASTM C31

Cost Estimate for - Concrete

Description	Qty	Rate	Units	Total
Engineering Technician	125.00	\$93.00	RtHr	\$11,625.00
Concrete Compression, C 39	200.00	\$19.00	EA	\$3,800.00
Trip Charge (truck, mileage, equipment)	25.00	\$50.00	Trip	<u>\$1,250.00</u>
			Total for Concrete	\$16,675.00

Masonry

Inspections for masonry in accordance with section 1705.4:

- Verification of proper mortar & grout properties & placement
- Verification of size, grade and placement of reinforcing steel
- Proper placement of control joints
- Proper material storage
- Proper hot and cold weather procedures are followed

Cost Estimate for - Masonry

Description	Qty	Rate	Units	Total
Masonry Inspector	30.00	\$125.00	RtHr	\$3,750.00
Grout Compression, C 1019	24.00	\$19.00	EA	\$456.00
Mortar Compression, C 109	18.00	\$19.00	EA	\$342.00
Trip Charge (truck, mileage, equipment)	6.00	\$50.00	Trip	\$300.00
			Total for Masonry	\$4,848.00

Structural Inspections

Steel Erection in accordance with Section 1705.2:

- Verify welder certifications and qualifications.
- Verify compliance with the details shown on the approved constructions documents
- Inspection of high-strength bolt installation, calibrations, and tightening or pretension where required.
- Correct inspections of all field welds (i.e. UT for CJP welds and VT for single pass fillet welds).

Cost Estimate for - Structural Inspections

Description	Qty	Rate	Units	Total
Structural Steel Inspector - AWS/CWI/ICC	24.00	\$125.00	RtHr	\$3,000.00
Trip Charge (truck, mileage, equipment)	4.00	\$50.00	Trip	\$200.00
			Total for Structural Inspections	\$3,200.00

Laboratory Services
Cost Estimate for - Laboratory Services

Description	Qty	Rate	Units	Total
Granular Proctor, D 1557, D 698	3.00	\$260.00	EA	\$780.00
Michigan One-Point	4.00	\$85.00	EA	\$340.00
			Total for Laboratory Services	\$1,120.00

Project Management
Cost Estimate for - Project Management

Description	Qty	Rate	Units	Total
Project Management & Administration	5,142.00	\$1.00	LS	\$5,142.00
			Total for Project Management	\$5,142.00

EXHIBIT B Terms and Conditions

The Firm shall perform the services outlined in this agreement for the stated fee arrangement. The Contract Documents which make up the entire agreement between the parties consist of the Firm's proposal, these Terms & Conditions, and any fully executed modifications. The Contract Documents make up the entire and integrated agreement between the Parties, and supersede prior negotiations, representations, and agreements, whether written or oral. Neither Party shall assign the agreement, including any rights therein.

Site Access: Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration and is not responsible for any resulting damage.

Dispute Resolution: Any claims or disputes between the Parties in any way concerning the Project and/or the Agreement shall solely be submitted to binding arbitration with a single arbitrator selected pursuant to American Arbitration Association's ("AAA") List and Appointment procedure and conducted in accordance with the AAA Construction Rules. The arbitration award shall be final and binding, and may be confirmed with any court with jurisdiction. Should the Firm prevail, the Firm shall be entitled to recover from Client all attorney fees and costs incurred in the legal proceedings, including in any confirmation of the award and appeal.

Billings & Payments: Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 15 days after the invoice date. If the invoice has not been paid within 15 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the agreement or suspend services. Retainers shall be credited on the final invoice. The Firm shall be entitled to an equitable adjustment to the contract price for any additional services, delays, disruptions, or changes in the services.

Late Payments: Accounts unpaid 30 days after the invoice date shall be subject to a monthly service charge of 1.5% on the then unpaid balance. In the event any portion remains unpaid 90 days after billing, the Client shall pay all costs of collection, including any attorney fees and arbitration costs.

Indemnification: The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Firm and its employees, agents, and sub-consultants from and against all damage, liability, claims, and cost, including attorney fees and defense costs, arising out of or in any way connected with the Services, excepting only those damages, liabilities, claims, or costs attributable to the Firm's sole negligence or willful misconduct.

Certification, Guarantees and Warranties: The Firm shall not be required to execute any document that would result in certifying, guaranteeing, or warranting the existence of conditions whose existence the Firm cannot ascertain.

Standard of Care: In performing its professional services, the Firm will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession practicing in the same locality at the same time and providing the same or similar services. The Firm does not make any warranties, express or implied, including through the Contract Documents or Instruments of Service. The services and information provided by the Firm are solely for the Client's guidance, and to the extent that the Client provides information from the Firm to third parties for services, the Client shall first require the third party, by contract, waiver, or otherwise, to agree that the Firm owes no duty in contract, tort, or otherwise to the third party for any services or information provided by the Firm to the Client, whether related to the Firm's design, investigation, construction administration, or any other services.

Damages: The Parties mutually waive any right to recover from the other Party any consequential, liquidated, or indirect damages, including such damages claimed by third parties. In recognition of the relative risks, rewards, and benefits of the Project to both Parties, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability, regardless of whether in contract, tort, or otherwise, to the Client arising out of this agreement or the Project shall not exceed the lesser of 10 x Soils & Structure's fee or \$10,000.

Termination of Services: This agreement may be terminated by the either Party after three days' written notice to cure should the other materially breach the agreement. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Instrument of Service: All instrument of service produced by the Firm under this agreement shall remain the property of the Firm. The Firm grants the Client a non-exclusive license to instruments of service prepared for this Project, but the Client may not use the instruments of service for any other endeavor without the written consent of the Firm. The Client grants the Firm the right to use images of the site or construction related to the Firm's work on the Firm's web page.



May 13, 2026

via electronic mail

Mr. Chris Katz
Union City Community Schools
430 Saint Joseph Street
Union City, Michigan 49094

**Re: Proposal for Construction Materials Testing & Inspection Services
Union City Community Schools – Middle / High School Addition and Renovations**

Dear Mr. Katz:

Driesenga & Associates, Inc. (D&A) is pleased to submit this cost estimate for construction materials testing for the above-referenced project. We would service this project out of our Kalamazoo office location. *Please note that D&A performed geotechnical engineering services for this project. Therefore, we are familiar with the soil types expected and the associated recommendations for construction.*

PROPOSED SCOPE OF SERVICES

Based on our review of the project plans, project specifications, geotechnical report, and the 2021 Michigan Building Code (MBC) Special Inspection Requirements, our scope and quantity estimate of testing and special inspection during construction, on a per material basis, is as follows:

- 1. Soils/Concrete – Building Additions & Renovations** *(Assuming 15 trips for foundation subgrade bearing capacity testing and footing concrete testing, 12 trips for foundation wall concrete testing, 6 trips for foundation wall backfill compaction testing, 8 trips for slab-on-grade compaction testing, 8 trips for slab-on-grade concrete testing, 5 trips for stoop concrete testing, 7 trips for slab infill subgrade compaction testing, & 7 trips for slab infill concrete testing; including cylinder collection after initial cure and applicable lab work)*
 - Perform hand-auger evaluations & bearing capacity testing with a proving ring or cone penetrometer to determine consistency and suitability of the foundation underlying soils;
 - Test fill soil compaction by nuclear gauge method;
 - Verify proper material quality for use as fill (including visual classification, laboratory analysis for material acceptance, and appropriate proctor tests to determine maximum dry density/optimum moisture content of each soil type);
 - Verify proper steel reinforcement placement;
 - Verify the concrete delivered to the job site meets the approved mix designs;
 - Perform on-site testing for slump, temperature, air content, and cast cylinders;
 - Perform compressive strength tests on cylinders.



2. **Structural Steel Inspection** (*Assuming 5 trips for field inspection*)
 - Structural steel inspection services will be subcontracted to Integrated Inspection or NDT Group;
 - Verify field steel storage and handling procedures and verify correct size and specified fasteners on-site;
 - Perform field erection inspection to verify proper steel type, installation, tension of bolts, and inspect welded connections.

3. **Masonry Inspection** (*Assuming 10 trips for field inspection with grout prism collection after initial field cure; including applicable lab work*)
 - Inspect field storage and construction procedures;
 - Document proper field masonry construction procedures, per ACI 530.1;
 - Perform compressive strength tests on grout prisms.

4. **Sitework** (*Assuming 5 trips for proofroll evaluation on site subgrade, 2 trips for clayey subgrade removal backfill compaction testing, 8 trips for sitework soil compaction testing and concrete testing, 6 trips for utility trench backfill compaction, 5 trips for sand subbase/gravel base compaction testing, & 4 trips for asphalt inspection; including applicable lab work*)
 - Observe proofroll activities on subgrade material after site preparation to identify potential areas of soft or unsuitable soil;
 - Perform compaction testing during grading activities and utility backfill by nuclear gauge method;
 - Test compaction of sand base below sidewalks, curb & gutter, and pads by nuclear gauge method;
 - Verify the concrete delivered to the job site meets the approved mix designs;
 - Perform field testing of concrete for site concrete and cast cylinders for laboratory testing;
 - Perform compaction testing of sand subbase and gravel base below bituminous paving areas by nuclear gauge method;
 - Perform bituminous field inspection for parking lot base and top courses (perform field inspection to ensure proper placement techniques are followed and to establish a standard roller pattern, test bituminous compaction by nuclear gauge method, and continually monitor & document overall placement, temperature & loose thickness).

5. **Project Management/Report Preparation**
 - All field technicians overseen by a Professional Engineer in the State of Michigan;
 - Review plans and establish scope of project;
 - Provide consulting during project as issues arise;
 - Review all field and lab reports from technicians;
 - Daily reports of inspection and test results will be submitted to your office via email, typically less than 48 hours after completing the test or inspection. Any finding of materials not meeting specifications will be verbally brought to your attention and/or the site superintendent immediately upon discovery.
 - Prepare Final Letter of Special Inspection at the completion of project for submittal to the Building Inspection Code Authority.



ASSUMPTIONS

- Based on the soil profiles (clayey & silty soils) encountered during the geotechnical investigation at varying locations, a couple trips (13 hours) were included in this estimate for unstable subgrade removal backfill compaction testing. We assume it is likely some of these soils may become unstable during construction activities.

COST ESTIMATE

Based upon the above-listed scope of testing and inspection services, we estimate that the cost for testing and inspection services for this project will be approximately **\$82,000**.

You would only be billed for actual costs incurred by our office on a time and materials basis at the unit rates included on the attached table. The actual total cost may be more or less than that assumed, depending on the actual project conditions and schedule. Please note that this estimate is based upon our review of the available information and our experience with projects of this magnitude. We would make every effort to work with the site superintendent to keep the testing/inspection costs to a minimum while ensuring that the specification requirements are properly addressed.

We appreciate the opportunity to provide testing services for this project. If you have any questions or require additional information, please do not hesitate to contact me at your convenience. If this proposal is acceptable to you, please sign the attached Professional Services Authorization, initial the Terms and Conditions, and return them to our office via facsimile or mail (a purchase order or contract issued by your office would also authorize us to proceed).

Sincerely,

DRIESENKA & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'Andy Anschuetz', written over a light blue horizontal line.

Andy Anschuetz
Testing Group Manager

Attachments (2)

pc: James Henning, P.E. – Driesenga & Associates, Inc.
Adam Peterson – Driesenga & Associates, Inc.
Jesse Reed – Driesenga & Associates, Inc.



PROPOSED FEE SCHEDULE FOR TESTING SERVICES

Union City Community Schools – Middle / High School Addition & Renovations
430 Saint Joseph Street
Union City, Michigan 49094

May 13, 2026

Description	Proposed Unit Cost
Project Manager (<i>review field reports, project coordination, consulting</i>)	\$125 per hour
Typist (<i>prepare reports</i>)	\$55 per hour
Engineering Technician (<i>field inspection – soil, concrete, bituminous, masonry</i>)	\$70 per hour
Structural Steel Inspector (<i>subcontracted – field erection inspection</i>)	\$100 per hour
Overtime Multiplier (<i>weekends, holidays, & over 8 hours per day</i>)	1.5
Vehicle Allowance	\$95 per trip
Nuclear Density Gauge/ Dynamic Cone/Proving Ring Penetrometer	\$95 per day
Maximum Dry Density/Optimum Moisture	\$250 per sample
Sieve Analysis (<i>including loss-by-wash</i>)	\$225 per sample
Concrete Cylinder/Grout Prism/Mortar Cube Compressive Strength Test	\$25 per sample

NOTE: There is no minimum trip charge related to our testing services. Only time invested will be charged to the project.

All technicians are trained and certified in the type of work assigned, including the following:

- American Concrete Institute Field Testing Technician, Grade I
- Michigan Certified Aggregate Technician
- Michigan Concrete Association - Field Testing Technician, Levels I & II
- Michigan Concrete Association - Concrete Construction Inspector
- Radiological Safety and Nuclear Gauge Operation
- Michigan Certified Density Control Technician
- Certified Welding Inspectors
- Certified NDT Inspectors (ANSI Level II & III)
- “The American Association for Laboratory Accreditation”-Nondestructive Testing and Mechanical Testing



PROFESSIONAL SERVICES AUTHORIZATION

This Professional Services Authorization, the attached Terms and Conditions, and the Proposal referenced below constitute the entire agreement between Driesenga & Associates, Inc. and the Client with respect to the services to be rendered in accordance with the Proposal. The Terms and Conditions and Proposal are a part of this authorization, are incorporated herein by reference, and are accepted and approved by execution of this Professional Services Authorization by an authorized representative of the Client. **Please provide the requested invoicing information, then sign, date, and return this agreement as authorization for Driesenga & Associates, Inc. to proceed as proposed.**

Client Name: _____
Project Name: Union City Schools – Middle / High School Addition & Renovations
Project Location: 430 Saint Joseph Street, Union City, Michigan 49094
Date of Proposal: May 13, 2026 Cost Estimate: \$82,000 (T&M)

Send Invoice To:

Company Name: _____
Attention: _____
Mailing Address: _____
City, State, Zip: _____
Telephone Number: _____ Facsimile Number: _____
Federal Tax ID or Social Security: _____

The undersigned hereby understands and accepts the proposed fee, terms, and conditions stated herein and in the above-referenced proposal and attached Terms and Conditions, and the undersigned is authorized by Client to execute this contract on behalf of Client. See paragraph 15 of attached Terms and Conditions.

(Client/Company Name)

By (Signature)

By (Print/Type)

Title

Date

Driesenga & Associates, Inc.

James Henning

By (Signature)
James Henning, P.E.

By (Print/Type)
Director of Testing Services

Title

May 13, 2026

Date



TERMS AND CONDITIONS

1. **METHOD OF AUTHORIZATION.** CLIENT may authorize Driesenga & Associates, Inc. (D&A) to proceed with work either by signing a "Professional Services Authorization" or by issuance of an acknowledgment, confirmation, purchase order or other communication. Regardless of the method used, these Terms and Conditions shall prevail as the basis of CLIENT's authorization to D&A. Any CLIENT document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** CLIENT must furnish full information as to requirements when requested and make pertinent existing data available.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, CLIENT shall compensate D&A at hourly billing rates in effect when services are provided by D&A employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Unless stipulated otherwise, CLIENT shall compensate D&A for Reimbursable Expenses defined as: Those costs incurred on or directly for CLIENT Project, including, but not limited to, government fees, necessary transportation costs (including mileage at D&A current rate for service vehicles and automobiles), meals and lodging, laboratory tests and analyses, computer services, special equipment services, postage and delivery charges, telephone and telefax charges, copying, printing and binding charges, and outside technical or professional services. Reimbursement for these Expenses shall be on the basis of actual charges plus 20% when furnished by outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by D&A.
5. **COST ESTIMATES.** Any cost estimates of other contractors' work will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, D&A cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
6. **PROFESSIONAL STANDARDS.** D&A shall be responsible to the generally accepted standards of ordinary and reasonable skill and care usually exercised by other practicing professional engineers and surveyors at the time and location such services are rendered. No warranty, express or implied, is included or intended in its proposals, contracts, or reports.
7. **TERMINATION.** Either CLIENT or D&A may terminate this Authorization by giving ten (10) days written notice to the other party. In such event, CLIENT shall pay D&A in full for all work previously authorized and performed prior to the effective date of termination, plus (at the discretion of D&A) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30% of all charges previously incurred. Upon receipt of such payment, D&A will return to CLIENT all documents and information which are the property of CLIENT.
8. **SUBCONTRACTORS.** D&A may, in its sole discretion, engage subcontractors on behalf of CLIENT to perform any portion of the services to be provided by D&A hereunder, and CLIENT agrees that D&A shall not be responsible for, or in any manner guarantee, the performance of such subcontractors, nor shall D&A be liable for any negligent acts, errors, or omissions of any such subcontractor.
9. **PAYMENT TO D&A.** Invoices will be issued on a monthly basis or upon completion of the work product, whichever occurs sooner, payable upon receipt unless otherwise agreed. Interest of 1.5% per month (but not exceeding the maximum rate allowed by law) will be payable on all amounts not paid within 30 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.

CLIENT agrees to pay on a current basis, in addition to any proposal or contact fee understandings, all taxes, including but not limited to, sales taxes on services or related expenses which may be imposed on D&A by any government entity.

In addition to any other remedies D&A may have, D&A shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
10. **HAZARDOUS WASTE.** D&A has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. D&A shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of engineering or surveying services hereunder does not imply risk-sharing on the part of D&A.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, D&A's total liability to CLIENT for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise is, in the aggregate, limited to an amount no greater than the fee earned under this authorization. A higher limit of liability may be considered upon CLIENT's written request, prior to commencement of services, and agreement to pay an additional fee.
12. **INDEMNIFICATION.** CLIENT agrees to defend, indemnify, and hold D&A harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by D&A's performance of services hereunder, except for injury or loss caused solely by the negligence or willful misconduct of D&A.
13. **LEGAL EXPENSES.** In the event of a claim by CLIENT against D&A, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its services, and to the extent CLIENT fails to prove such claim, then CLIENT shall pay all costs, including attorney's fees, incurred by D&A in defending itself against the claim.
14. **OWNERSHIP OF WORK PRODUCT.** D&A shall remain the owner of all drawings, reports, and other material provided to CLIENT, whether in hard copy or magnetic media form. CLIENT shall be authorized to use the copies provided by D&A only in connection with the PROJECT. Any use or reuse by CLIENT or others for any purpose whatsoever shall be at CLIENT's risk and full legal responsibility, without liability to D&A.
15. **AUTHORITY OF REPRESENTATIVE.** The representative of CLIENT executing this agreement hereby represents that he or she is authorized by CLIENT to execute it on behalf of CLIENT. If CLIENT later asserts that the representative was not authorized to execute this agreement, then representative acknowledges and agrees that representative shall be held responsible for payment of all fees and expenses incurred for services rendered by D&A in accordance with this agreement.

LEA Resolution Relating to ISD General Fund Budget

At the _____ School District (regular or special) _____
Board of Education Meeting held on (date) _____ the
following resolution was offered by (member) _____ and
supported by (member) _____ to adopt the following resolution.

Ayes (members): _____

Nays (members) _____

WHEREAS, legislation enacted by the Michigan Legislature is intended to provide more local board of education input into the operation of Intermediate School Districts to be sure they are meeting their local constituent district needs, and

WHEREAS, PA 234 of 2004 in the ISD Accountability Legislation specifically requires Intermediate School Districts to present their estimated general fund budget for the succeeding school year to local school district boards of education representatives and further requires the adoption of a resolution not later than June 1 to "support or disapprove (with suggested changes)" this budget; and

WHEREAS, the Calhoun Intermediate School District has always presented this information annually to the delegate assembly of the Calhoun Area School Board members association in March for input and discussion and will, therefore meet the timeline of providing the same required information to CASB prior to April 1 of each year; and

WHEREAS, Calhoun Intermediate School District is required to "consider" objections or proposed changes as provided by the constituent school district boards;

NOW, THEREFORE BE IT RESOLVED: that the _____
School District has reviewed the information provided by the Administration of the Calhoun Intermediate School District relating to their projected 2025-2026 General Fund Budget and, following our careful review the Board of Education (supports or disapproves, with suggested changes) _____ the 2025-2026 Calhoun Intermediate School District General Fund Operating Budget.

**Total General Fund
General Fund Budget Revision and Projection**



<u>REVENUE</u>	<u>FUNCTION</u>	<u>Actual 24-25</u>	<u>PB 25-26</u>	<u>R1 25-26</u>	<u>PB 25-27</u>
Local Sources	1xx	4,224,592	3,747,100	4,390,342	3,987,914
Other Political Subdivisions	2xx	-	-	-	-
State Sources	3xx	20,326,828	21,445,920	23,208,805	21,029,300
Federal Sources	4xx	8,574,276	4,762,055	6,383,325	1,224,436
Transfers In	5xx-6xx	2,727,466	2,071,320	2,535,821	2,229,125
Total Revenue and Transfers		35,853,162	32,026,395	36,518,293	28,470,775
 <u>EXPENDITURES</u>					
Instruction:	1XX	-	-	-	-
Basic Programs	11X	1,010	6,010	5,000	5,000
Added Needs	12X	-	-	-	-
Total Instruction Services		1,010	6,010	5,000	5,000
Support Services:	2XX	-	-	-	-
Pupil Support	21X	612,434	292,316	710,888	738,718
Instructional Staff Support	22X	11,754,922	9,887,972	11,363,217	5,912,987
General Administration	23X	735,000	678,474	615,103	616,379
School Administration	24X	-	-	-	-
Business Services	25X	1,426,433	1,665,980	1,535,380	1,549,395
Operations and Maintenance	26X	243,061	405,414	972,875	965,616
Transportation	27X	-	-	-	-
Other Central Support	28X-29X	2,321,084	2,659,615	2,611,434	2,443,195
Total Support Services		17,092,934	15,589,771	17,808,897	12,226,290
Community Services	3XX	2,427,595	2,171,235	1,464,826	1,233,476
Other Financing Uses	4XX-6XX	13,978,883	15,290,096	17,355,095	16,013,412
Total Expenditures		33,500,422	33,057,112	36,633,818	29,478,178
Excess Revenue (Expenditures)		2,352,740	(1,030,717)	(115,525)	(1,007,403)
Beginning Fund Equity @ July 1		14,932,310	17,285,050	17,285,050	17,169,525
Ending Fund Equity @ June 30		17,285,050	16,254,333	17,169,525	16,162,122
Fund Balance Assignment					
Capital Outlay		(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)
Future Liabilities		(399,466)	(399,466)	(399,466)	(399,466)
Total Unassigned Fund Balance		15,885,584	14,854,867	15,770,059	14,762,656

**General Fund Operating
General Fund Budget Revision and Projection**



<u>REVENUE</u>	<u>FUNCTION</u>	<u>Act 24-25</u>	<u>PB 25-26</u>	<u>R1 25-26</u>	<u>PB 26-27</u>
Local Sources	1xx	2,862,886	1,889,074	2,620,126	2,146,888
Other Political Subdivisions	2xx				
State Sources	3xx	3,642,794	3,226,306	3,170,855	3,061,488
Federal Sources	4xx				
Transfers In	5xx-6xx	2,487,306	1,861,229	2,368,155	2,061,459
Total Revenue and Transfers		8,992,986	6,976,609	8,159,136	7,269,835
<u>EXPENDITURES</u>					
Instruction:	1XX				
Basic Programs	11X	-	-	-	-
Added Needs	12X	-	-	-	-
Total Instruction Services		-	-	-	-
Support Services:	2XX				
Pupil Support	21X	-	-	-	-
Instructional Staff Support	22X	1,838,285	2,156,114	2,078,330	2,100,141
General Administration	23X	729,704	667,249	605,803	607,079
School Administration	24X				
Business Services	25X	894,910	1,098,119	997,352	985,247
Operations and Maintenance	26X	228,182	393,614	967,252	965,616
Transportation	27X				
Other Central Support	28X-29X	1,734,283	2,285,887	2,176,848	2,151,232
Total Support Services		5,425,364	6,600,983	6,825,585	6,809,315
Community Services	3XX	-	-	-	-
Other Financing Uses	4XX-6XX	1,184,939	1,396,554	1,438,533	1,457,380
Total Expenditures		6,610,303	7,997,537	8,264,118	8,266,695
Excess Revenue (Expenditures)		2,382,683	(1,020,928)	(104,982)	(996,860)
Beginning Fund Equity @ July 1		14,755,523	17,138,206	17,138,206	17,033,224
Ending Fund Equity @ June 30		17,138,206	16,117,278	17,033,224	16,036,364

**General Fund Special Projects
General Fund Budget Revision and Projection**



<u>REVENUE</u>	<u>FUNCTION</u>	<u>Act 24-25</u>	<u>PB 25-26</u>	<u>R1 25-26</u>	<u>PB 26-27</u>
Local Sources	1xx	1,361,706	1,858,026	1,770,216	1,841,026
Other Political Subdivisions	2xx				
State Sources	3xx	16,684,034	18,219,614	20,037,950	17,967,812
Federal Sources	4xx	8,574,276	4,762,055	6,383,325	1,224,436
Transfers In	5xx-6xx	-	-	-	-
Total Revenue and Transfers		26,620,016	24,839,695	28,191,491	21,033,274
<u>EXPENDITURES</u>					
Instruction:	1XX				
Basic Programs	11X	1,010	6,010	5,000	5,000
Added Needs	12X	-	-	-	-
Total Instruction Services		1,010	6,010	5,000	5,000
Support Services:	2XX				
Pupil Support	21X	612,434	292,316	710,888	738,718
Instructional Staff Support	22X	9,661,836	7,531,683	9,123,458	3,651,417
General Administration	23X	-	2,500	2,500	2,500
School Administration	24X	-	-	-	-
Business Services	25X	522,543	558,881	529,048	555,168
Operations and Maintenance	26X	14,879	11,800	5,623	-
Transportation	27X	-	-	-	-
Other Central Support	28X-29X	585,775	371,728	433,586	290,963
Total Support Services		11,397,467	8,768,908	10,805,103	5,238,766
Community Services	3XX	2,427,595	2,171,235	1,464,826	1,233,476
Other Financing Uses	4XX-6XX	12,793,944	13,893,542	15,916,562	14,556,032
Total Expenditures		26,620,016	24,839,695	28,191,491	21,033,274
Excess Revenue (Expenditures)		-	-	-	-
Beginning Fund Equity @ July 1		-	-	-	-
Ending Fund Equity @ June 30		-	-	-	-

**General Fund Revolving
General Fund Budget Revision and Projection**



<u>REVENUE</u>	<u>FUNCTION</u>	<u>Act 24-25</u>	<u>PB 25-26</u>	<u>R1 25-26</u>	<u>PB 26-27</u>
Local Sources	1xx	-	-	-	-
Other Political Subdivisions	2xx	-	-	-	-
State Sources	3xx	-	-	-	-
Federal Sources	4xx	-	-	-	-
Transfers In	5xx-6xx	240,160	210,091	167,666	167,666
Total Revenue and Transfers		240,160	210,091	167,666	167,666
 <u>EXPENDITURES</u>					
Instruction:	1XX				
Basic Programs	11X	-	-	-	-
Added Needs	12X	-	-	-	-
Total Instruction Services		-	-	-	-
Support Services:	2XX				
Pupil Support	21X	-	-	-	-
Instructional Staff Support	22X	254,801	200,175	161,429	161,429
General Administration	23X	5,296	8,725	6,800	6,800
School Administration	24X	-	-	-	-
Business Services	25X	8,980	8,980	8,980	8,980
Operations and Maintenance	26X	-	-	-	-
Transportation	27X	-	-	-	-
Other Central Support	28X-29X	1,026	2,000	1,000	1,000
Total Support Services		270,103	219,880	178,209	178,209
Community Services	3XX	-	-	-	-
Other Financing Uses	4XX-6XX	-	-	-	-
Total Expenditures		270,103	219,880	178,209	178,209
Excess Revenue (Expenditures)		(29,943)	(9,789)	(10,543)	(10,543)
Beginning Fund Equity @ July 1		176,787	146,844	146,844	136,301
Ending Fund Equity @ June 30		146,844	137,055	136,301	125,758