



May 4, 2010

Mr. Steve Valley
Interim Historic Preservation Officer
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37065

Re: Proposal for Limited Asbestos and Lead-Based Paint (LBP) Survey
112 Bridge Street and 118 Bridge Street
Franklin, Tennessee
PSI Proposal No.036018212 (revised)

Dear Mr. Valley:

Thank you for giving us the opportunity to propose our services to you. Professional Service Industries, Inc., (PSI) is submitting this proposal for performance of a Limited Asbestos Assessment and Lead-Based Paint Survey at the referenced property. Presented below is a review of furnished project information, along with our proposed scope of services, schedule and fee information. An "Addendum of Standard Terms and Conditions" has been provided by the City of Franklin, Tennessee and attached to the proposal.

PROJECT UNDERSTANDING

PSI understands that the property consists of two old jail buildings encompassing approximately 9,300 square feet. It is understood that the City of Franklin seeks to determine whether asbestos and/or lead-based are present in either building.

If any of the above project information is found to be inaccurate, we request that you contact us immediately to allow us to make any necessary revisions to this proposal.

SCOPE OF SERVICES

Asbestos

The purpose of this proposed scope of services is to identify, quantify and assess the conditions of accessible and/or exposed suspect asbestos containing material (ACM) within the structure (or specified area). This survey is limited in that some systems or areas may not be accessible to PSI or are omitted from consideration during the visual assessment and reporting. Based on our project understanding, the limitations of this to this survey are as follows:

*PSI shall not provide demolition to identify or assess materials within finished systems such as above closed plaster ceilings or within wall cavities,
PSI shall not provide sampling on any system which may present a hazard to the inspection team such as energized electrical systems or within confined spaces,
PSI shall not sample roof materials due to existing warranties,
PSI shall not collect samples from building elements where the intended use would be compromised by testing, such as fire rated doors.*

Lead-Based Paint

A lead-based paint survey will be conducted to provide preliminary information on the presence of leaded paints and their condition. The survey will include accessible areas on the interior and exterior of the facility. As part of the survey, PSI will review any prior lead-based paint survey reports, abatement records, and building specifications made available to us by the client.

PSI proposes the following Lead-Based Paint Services:

1. Drawings, floor plans, historical construction data and other documents provided to PSI or made available on site will be evaluated for the general design and layout of the facility as well as to identify construction eras.
2. A limited non-destructive visual evaluation of representative areas within the building will be performed to look for testing combinations.
3. XRF testing will be performed in accordance with the 1995 HUD Guidelines for multifamily housing as amended in 1997. XRF testing will additionally be performed in accordance with the Performance Characteristic Sheet for the device used. Calibration checks and other relevant quality assurance data will be documented.
4. All testing and evaluations will be performed by an EPA Licensed Lead Inspector/Risk Assessor.
5. If instructed by the client for confirmatory purposes, inconclusive XRF results or areas that can not be tested using an XRF instrument, PSI will obtain paint chip samples and submit for laboratory analysis utilizing EPA Method 7420. Samples shall be submitted to a laboratory accredited for the analysis of lead samples under the EPA National Lead Laboratory Accreditation Program (NLLAP).
6. PSI's technicians use direct-read LPA-1 X-ray fluorescence (XRF) instruments manufactured by Radiation Monitoring Devices (RMD) to test designated surfaces.

PSI's inspector(s) may collect paint chip samples from components that have unusual or irregular surfaces that cannot be assayed with an XRF device. The paint chip samples will be submitted to one of PSI's laboratories for analysis. An area approximately two inches square will be extracted from painted components. Paint chip sampling is a destructive technique. Inspectors will not be responsible for patching, repairing, or painting surfaces and substrates following paint chip sample collection, however, inspectors will attempt to collect samples from low profile areas to minimize the visual impact.

The survey is not intended to meet the strict requirements of the USEPA or HUD for target housing or child-occupied facilities. It is intended to assist the contractor in identifying lead-containing paints that employees may be exposed to, for the purpose of OSHA compliance.

General Evaluation

PSI will provide an EPA Accredited Asbestos Inspector and Lead-Based Paint Risk Assessor, working under the direction of a PSI Principal Consultant (PC), to perform a walk-through evaluation of accessible and/or exposed areas within the subject site.

Record Document Review

Drawings, floor plans, historical data, laboratory reports or other documents provided to PSI or made available on site will be evaluated for the general design and layout of the facility as well as to assist in the identification of ACM or suspect ACM. Other documents such as maintenance records, operation logs, etc. provided to PSI or made available on site will also be reviewed. Where laboratory analysis of materials is consistent with current regulatory requirements, PSI shall incorporate such test results into our current evaluation of the building.

On-Site Visual Evaluation

PSI will perform a visual evaluation focusing on identification of suspect ACM. Suspect ACM shall be grouped into homogeneous areas on the basis of color, texture, use and apparent construction era. Each homogeneous area shall be given a unique identifying description to assist the user in identifying the ACM within the building, structure or area.

The locations, quantities and conditions of each homogeneous area of ACM, as well as an assessment of friability for each ACM shall be recorded on a room by room (or area by area) basis. A hand pressure test shall be used to determine friability.

Quantification of suspect asbestos-containing materials will be conducted using visual estimation by a certified asbestos inspector. This visual estimation shall be performed in accordance with generally accepted practices in the asbestos industry. These values shall be sufficiently accurate for the purpose of documenting the presence of asbestos within its space for the purpose of identifying abatement control conditions or for general policy considerations. Actual quantities may differ between visually estimated values and physical measurements.

Intrusive Evaluations

The inspection team shall select representative areas to perform an intrusive evaluation of void spaces within the building or structure. Such inspections shall be made by creating an opening of sufficient size to determine the presence, condition and estimated quantity of suspect ACM within. Void spaces which may be evaluated include locations of suspected pipe or HVAC chases, wall cavities where fireproofing or other ACM is suspected, above finished ceiling systems where ACM is likely to exist, within pipe trenches or within other concealed locations. Although PSI shall make an attempt to identify all areas of ACM, an exhaustive investigation of void spaces is not included in the scope of services for this project. There may exist conditions which are unable to be identified within the scope of this study.

PSI shall patch areas where intrusive evaluations are performed, however restoration of systems and finishes to pre-existing conditions shall not be provided. The client may retain the services of an independent contractor or provide maintenance personnel to provide patching of intrusive evaluation locations. In the event that the client elects to provide patching, PSI shall coordinate activities with the owner's representative, provided that the intrusive evaluations may be scheduled while PSI is on site for the balance of the assessment activities.

Photographic Documentation

Photographic images will be collected to document site conditions identified by the inspector. Photographic documentation shall be used illustrate construction type, space characteristics or to assist material identification.

Homogeneous Area Sampling

PSI shall collect representative samples of each homogeneous area of suspect ACM by coring through the material to the base substrate. PSI shall collect samples as required by applicable regulations for the determination of asbestos content. Sample locations shall be randomly chosen to the extent possible, however PSI shall preferentially collect samples from hidden or obscure locations. PSI shall additionally, attempt to collect samples from areas of pre-existing damage. Sample core locations shall be encapsulated following sample extraction with a liquid spray encapsulant. Patching and/or restoring of sample locations shall not be provided. Where samples may only be extracted from highly visible or public areas, PSI shall obtain permission prior to testing.

Homogeneous areas which shall not be sampled, due to limitations in the scope of services, shall identified as assumed ACM and listed as assumed ACM in PSI's Asbestos Survey Report.

Laboratory Analysis

Samples shall be submitted to a laboratory accredited for the analysis of asbestos bulk samples under the National Voluntary Laboratory Accreditation Program (NVLAP). Samples of TSI and Miscellaneous materials shall be analyzed on a first positive stop basis. All samples of surfacing materials shall be analyzed. Analysis shall be performed by Polarized Light Microscopy (PLM), EPA Method 600/R-93-116 (Asbestos in Bulk Building Materials). For materials with low concentrations of asbestos, a point count quantification of asbestos concentrations may be performed for an additional fee. PSI will provide this additional analysis only under the written authorization of the client.

REPORT

A report of our findings will be prepared and two (2) copies shall be provided. The report will be reviewed by a PSI Principal Consultant.

The asbestos and lead report will include our observations along with data, photographs, drawings, tables, etc. to document our findings. The report will also include research findings, analytical results, hand-written sample location plans, assessment rationale and conclusions regarding the asbestos containing materials.

SCHEDULE

PSI proposes to complete field work for this project within thirty (30) calendar days after receipt of signed acceptance. PSI proposes to deliver the report in five (5) to seven (7) calendar days after field work has been completed.

Completion of the project may be affected by access to the property, the availability of information, and other factors. Arrangements for access, including notification of tenants, will be the responsibility of the client. In the event that PSI is required to utilize an aerial man-lift to access areas, it should be provided by the client.

FEES

PSI proposes the following fees for the services described in this proposal. Any services required outside of those described above will be billed at a unit rate as shown on the current PSI Schedule of Fees detailed below. PSI proposes performing the services on a not to exceed basis as follows:

Asbestos and Lead Survey \$2,400.00

A maximum of 30 asbestos sample analyses are included in the scope of work. If it is determined that additional sample analyses are required, the client will be notified, and the sample analyses billed at the rates listed below.

Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond PSI's control, will be invoiced on a time and expense basis. A Schedule of Services and Fees is enclosed herewith and incorporated by reference.

The services proposed herein are conventional in nature and do not include any special services that may lessen the risk of conditions that can contribute to moisture, mold or other microbial contaminate amplification in buildings. You may be aware that mold is abundant throughout nature and is comprised of a wide variety of microscopic fungi. Due to its nature, the potential for mold infestations cannot be completely eliminated. However, PSI offers a wide array of professional Moisture, Waterproofing, Roofing and Indoor Air Quality/Mold Consulting services that can help minimize the likelihood of future occurrences. PSI is interested in discussing these service options with you to suit your specific needs and project objectives. If requested, PSI will submit a proposal for these additional services under a separate cover for your review and authorization.

AUTHORIZATION

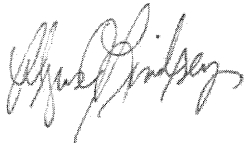
To execute this proposal, please sign and complete the proposal authorization and instructions for payment below, and return one copy of this proposal to our office. We will proceed with the work upon receipt of proposal authorization. PSI will perform the work in accordance with the attached General Conditions, which are incorporated into and made a part of this proposal.

The sampling methods utilized by PSI in performing its services may result in the disturbance or dispersal of mold spores. The client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or reoccurrence of mold amplification.

We look forward to working with you on this and future projects. Please do hesitate to contact us at (615) 244-8990 to answer any questions you may have or should you need any further information.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.



Aljus J. Lindsey
Project Manager



Derek D. Dambacher, REA
Principal Consultant

for

Attachments: Authorization Form
Schedule of Services and Fees
General Conditions

ACCEPTANCE:

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office. Client shall be invoiced once for the entire project, after the entire project has been completed. Client agrees to pay invoice within thirty (30) days of its receipt.

Authorized By (please print)

Signature

Title

Firm

Address

City

State

Zip Code

Telephone

Date

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

Payment Instructions

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

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Payment Party

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

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Approval Party

PROFESSIONAL SERVICE INDUSTRIES, INC.

2010 ASBESTOS & ENVIRONMENTAL CONSULTING SERVICES FEE SCHEDULE

Personnel Rates	Rate
Certified Industrial Hygienist (CIH)/Professional Engineer/Scientist	Per Hour \$ 135.00
Principal Consultant Per Hour	Per Hour \$ 120.00
Senior Industrial Hygienist/Engineer/Scientist	Per Hour \$ 110.00
Senior Consultant	Per Hour \$ 95.00
Project Manager	Per Hour \$ 95.00
Asbestos Inspector	Per Hour \$ 75.00
Project Industrial Hygienist/Engineer/Scientist	Per Hour \$ 75.00
Staff Industrial Hygienist/Engineer/Scientist	Per Hour \$ 65.00
Senior Industrial Hygiene/Environmental/Engineering Technician	Per Hour \$ 65.00
Industrial Hygiene/Environmental/Engineering Technician	Per Hour \$ 55.00
CADD Operator/Draftsperson	Per Hour \$ 55.00
Secretarial, Administrative & Clerical Staff	Per Hour \$ 45.00

Laboratory Services

Biological	
Culturable Fungi Identification & Enumeration.....	Each \$ 60.00
Total Fungal Spore Count	Each \$ 65.00
Viable Airborne Mold Analysis	Each \$ 55.00
Viable Surface Swab or Bulk Substrate Mold Analysis	Each \$ 50.00
Nonviable Surface Swab or Bulk Substrate Mold Analysis	Each \$ 50.00
Bulk, Tape & Dust Microscopic Fungi Identification	Each \$ 60.00
Endotoxin Analysis	Each \$ 100.00
Culturable Bacteria Identification & Enumeration	Each \$ 45.00
Allergen Evaluation (Cat, Dog, Cockroach)	Each \$ 45.00
Allergen Evaluation (Dust mite)	Each \$ 75.00
Chemical	
Total Volatile Organic Scan.....	Each \$ 450.00
Aldehyde Scan.....	Each \$ 200.00
Formaldehyde	Each \$ 85.00
Heavy Metals Scan	Each \$ 125.00
Insecticide Scan (Organochlorine or Organophosphate)	Each \$ 125.00
Asbestos, Lead & Dust	
Asbestos PCM Air Sample (3 Day Turnaround)	Each \$ 15.00
Asbestos PCM Air Sample (24 Hour Turnaround).....	Each \$ 20.00
Asbestos PLM Bulk Sample (5 Day Turnaround)	Each \$ 16.00
Asbestos PLM Bulk Sample (24 Hour Turnaround).....	Each \$ 20.00
Asbestos PLM Point Count Quantification.....	Each \$ 45.00
Asbestos TEM Air Sample (5 Day Turnaround)	Each \$ 120.00
Asbestos TEM Air Sample (24 Hour Turnaround).....	Each \$ 150.00
Asbestos TEM Bulk Sample (3 Day Turnaround).....	Each \$ 100.00
Lead Air Sample (5 Day Turnaround).....	Each \$ 30.00
Lead Air Sample (24 Hour Turnaround)	Each \$ 45.00
Lead Bulk/Chip Sample (5 Day Turnaround)	Each \$ 17.00
Lead Bulk/Chip Sample (24 Hour Turnaround).....	Each \$ 35.00
Lead Water Sample (5 Day Turnaround).....	Each \$ 30.00
Lead Water Sample (24 Hour Turnaround)	Each \$ 40.00
Lead Wipe Sample (5 Day Turnaround)	Each \$ 25.00
Lead Wipe Sample (24 Hour Turnaround).....	Each \$ 30.00
Lead TCLP	Each \$ \$150.00
Particulate Dust, Total or Respirable	Each \$ 40.00
Silica Dust, Total or Respirable	Each \$ 120.00
Other Laboratory Analysis	Cost + 25%

Field Equipment & Supplies

Air Quality Meter.....	Per Day	\$ 175.00
Ultra-fine Particle Counter (Two-day minimum).....	Per Day	\$ 200.00
Ozone Meter (Two-day minimum).....	Per Day	\$ 120.00
Combustible Gas Meter.....	Per Day	\$ \$100.00
Organic Vapor Analyzer (OVA)	Per Day	\$ 125.00
Total Volatile Organic Compounds Meter	Per Day	\$ 150.00
Bioaerosol Monitor	Per Day	\$ 125.00
Single Stage Microbial Sampler	Per Day	\$ 75.00
Personal Sampling Pumps	Per Day	\$ 75.00
Drager® Tube Pump	Per Day	\$ 50.00
Drager® Tubes	Each	\$ 15.00
Biotest Agar Strips.....	Each	\$ 5.00
Moisture Meter	Per Day	\$ 35.00
X-Ray Fluorescence (XRF) Lead Analyzer.....	Per Day	\$ 250.00
Noise Dosimeter.....	Per Day	\$ 35.00
Airflow Measurement Hood	Per Day	\$ 125.00
Shipping		Cost + 25%
Supplies and Disposables		Cost + 25%
Rental Equipment.....		Cost + 25 %

Travel & Other Expenses

Automobile Transportation	Per Mile	\$ 0.55
Per Diem & Lodging	Per Man Day	\$ 125.00
Commercial Transportation		Cost + 25%

Remarks

- All fees and services are provided in accordance with the attached PSI General Conditions.
- The above rates are applicable for calendar year 2010.
- Services and fees not listed on this schedule will be quoted on request.
- Personnel rates quoted above are portal to portal. A minimum charge of 4 hours apply to Technician Services.
- An overtime rate of 1.5 times the regular rate will apply for all work over 8 hours per day and for all work on Saturdays. For all work on Sundays or holidays, or in excess of 12 hours per day, an overtime rate of 2.0 times the regular rate will apply.
- Per diem and lodging will be charged for projects requiring overnight stays.
- Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- Field rates are based on OSHA Level D Health and Safety standards. A multiplier of 1.25 will be added for Level C. Level B will be quoted on a site specific basis.
- Rates do not include containerization, transportation or disposal of waste.
- Professional services rates exclusive of expert deposition or testimony time.

Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond PSI's control, will be invoiced on a time and expense basis.

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF WORK: Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other 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 except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner 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.

4. ACCESS TO SITE: Client will arrange and provide such access to the site 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; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and 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 hereunder, 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.

6. 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. PSI has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.

8. PAYMENT: 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 sixty (60) 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.

9. WARRANTY: PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI 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 PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD PSI 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 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 WITH RESPECT TO 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, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

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

10. INDEMNITY: Subject to the foregoing limitations, PSI 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 PSI's negligence to the extent of PSI'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 PSI, 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.

11. 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, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.

12. 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. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee within one year following any project through which Client had contact with said employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, as liquidated damages without PSI waiving other remedies it may have.

13. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, 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.

14. 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.

15. 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.

Addendum of Standard Terms and Conditions City of Franklin, Tennessee

This addendum of standard terms and conditions shall modify and supersede the attached contract entered into on the ___ day of _____, 2010, by the City of Franklin, Tennessee and Professional Service Industries, Inc. ("Vendor") and together with same shall constitute the entire agreement ("Contract").

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses as set forth in the Agreement or such other address as either party may in the future specify in writing to the other:
5. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
6. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
7. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
8. Indemnification. Vendor agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Vendor's negligent act, error or omission in the performance of the services of this agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Vendor and City, they shall be borne by each party in proportion to its own negligence. The

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terms and conditions of this paragraph shall survive completion of this services agreement.

9. Severability. If any term or provision of these Standard Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Terms and Conditions will not be affected.
10. Precedence. In the event of conflict between the provisions of these Standard Terms and Conditions and any contract, agreement or other document which these Standard Terms and Conditions may accompany, the provisions of these Standard Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Terms and Conditions.
11. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
12. Applicable Law; Choice of Forum/Venue. These Standard Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
13. Termination. Either party may terminate these Standard Terms and Conditions, with or without cause, upon thirty (30) days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.
14. Breach. Upon deliberate breach of these Standard Terms and Conditions by either party, the non-breaching party shall be entitled to terminate these Standard Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 above, and may also have such other remedies as it may be entitled to in law or in equity.
15. Entire Agreement. These Standard Terms and Conditions, including any contract, agreement or other document which these Standard Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Terms and Conditions. The terms and conditions of these Standard Terms and Conditions may not

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be changed except by an amendment expressly referencing these Standard Terms and Conditions by section number and signed by an authorized representative of each party.

16. Survival. These Standard Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Terms and Conditions may accompany.