

January 12, 2021

**Racine Water & Wastewater Utilities**

800 Center Street, Room 227

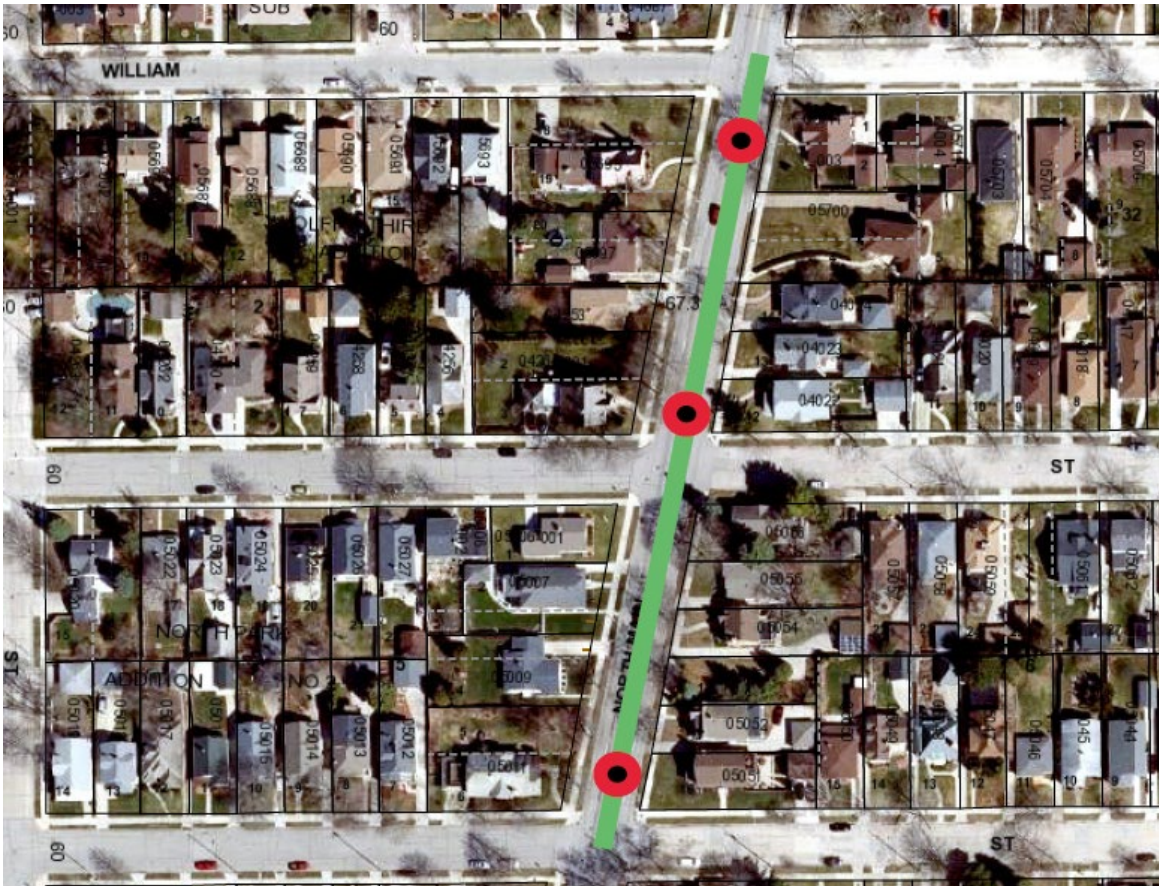
Racine, WI 53403

Attn: Mr. Mike Gitter, P.E.  
Interim General Manager

Re: Proposal for Geotechnical Engineering Services  
**Main Street Sanitary Sewer Relay**  
**Racine, WI**  
PSI Proposal No. 329573-R2

Dear Mr. Gitter:

Professional Service Industries, Inc. (PSI), an Intertek company, is pleased to submit our proposal to conduct a geotechnical exploration for the proposed Main Street Sanitary Sewer Relay project in Racine, WI. PSI thanks you for the opportunity to propose these geotechnical services. A review of project information, along with a proposed scope of services and fee are provided herein. A plan of the site with proposed boring locations is shown below:



## **PROJECT UNDERSTANDING**

Based on information provided by the Client, a summary of our understanding of the proposed project is provided below in the following Project Description table.

**TABLE 1: PROJECT DESCRIPTION AND PROPOSAL BASIS**

|                            |   |
|----------------------------|---|
| Project Items              | The proposed project includes the replacement of the existing sanitary sewer along Main Street in Racine, WI.   |
| Sanitary Sewer Description | The sewer relay includes Main Street from about Augusta Street to the south to William Street to the north. Installation depths near Augusta Street, Wolff Street, and William Street will be about 29 feet, 20 feet, and 17 feet below existing grades, respectively. The new sewer will be 21-inch diameter PVC installed by open cut trench methods. |

The above description was provided in the project RFP. The following table provides a generalized description of the existing site conditions based on available information.

**TABLE 2: SITE DESCRIPTION**

|  |  |
|--|--|
| Site Location  | Latitude: 42.7530, Longitude: -87.7840   |
| Existing Site Ground Cover   | Main Street is an asphalt paved roadway with 2 lanes of traffic in either direction. The road includes concrete curb and gutter. |
| Existing Grade/Elevation Changes   | A site survey has not been provided.   |
| Ground Surface Soil Support Capability for Operational Stability and Site Access | Borings will be performed with a truck mounted drill rig.  |

Should the above information or assumptions be inconsistent with planned construction, the Client must contact the PSI office and allow necessary modifications to be made to the proposal.

## **SCOPE OF SERVICES**

The geotechnical engineering scope of services will include the following items.

- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels at the site.
- Limited laboratory testing of the subsurface materials.
- Performing an engineering evaluation and providing geotechnical recommendations in written report format.

### ***Field Exploration***

As requested, PSI proposes that the subsurface conditions be explored by soil borings following the provided PSI drilling program. The table below summarizes the exploratory boring program.



**TABLE 3: SUMMARY OF BORINGS**

| Design Element                | Number of Borings | Boring Depth (ft) | Drilling Footage (feet) |
|-------------------------------|-------------------|-------------------|-------------------------|
| Main Street at Augusta Street | 1                 | 37                | 37                      |
| Main Street at Wolff Street   | 1                 | 28                | 28                      |
| Main Street at William Street | 1                 | 25                | 25                      |
| <b>TOTAL:</b>                 | <b>3</b>          | <b>---</b>        | <b>90</b>               |

The borings will be located in the field using conventional taping procedures referencing available site features. This locating method will be accurate to about 5 feet. Surveying of the boring locations to obtain surface coordinates and MSL elevations is beyond the scope of work. References to elevations or depths of various subsurface strata will be based on a site survey provided.

- During the field activities, the subsurface conditions will be observed and logged by the crew.
- Traffic control will consist of signage only, with traffic self-guiding through work area. Where traffic flagging is necessary, additional costs will apply (see below). This also assumes that PSI will be able to work during normal business hours (8am to 5pm); additional charges may apply where more restrictive work hours are necessary.
- Final depths of the borings may be extended or reduced depending on the subsurface materials encountered during field activities with any additional footage approved by the owner prior to performance.
- PSI will contact Digger's Hotline prior to the start of drilling activities. This proposal is based on private utility lines and other subsurface appurtenances being located in the field by others prior to field activities (no cost for such is included herein).
- PSI will exercise reasonable caution to avoid damage to underground utilities by contacting Digger's Hotline prior to the field activities. However, private utility locations are often unknown by public utility companies and by the utility owners. Therefore, PSI will not be responsible for damage to the site or any buried utilities that are not made known to us.
- PSI will also contact the local municipality to discuss if any additional utilities, not covered by Digger's Hotline are located within the roadway. If the local municipality identifies that additional utility lines may be present, PSI will request an amendment to retain a private utility locating company to locate the utilities within 10 feet of the boring locations. In addition, PSI will request the local municipality mark or provide plans showing the location of all laterals located within the work zone. If the local municipality will not provide lateral markings or plans, other arrangements will be required in order to locate these utilities. If additional fees are required, PSI will contact you prior to implementation for your approval.
- Some damage to the ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. The field crew will attempt to limit such damage, but no restoration other than backfilling the borings and patching the surface with cold patch asphalt is included in this proposal. Excess auger cuttings and drilling spoils will be removed from the site.



**TABLE 4: ANTICIPATED FIELD EXPLORATION DESCRIPTION**

|  |  |
|--|--|
| Drilling Equipment                               | Truck Mounted Drilling Equipment                                 |
| Drilling Method                                  | Hollow-Stem Auger  |
| Field Testing                                    | Hand Penetrometer and Standard Penetration Testing (ASTM D1586)  |
| Sampling Procedure                               | Soils: ASTM D1587/1586   |
| Sampling Frequency                               | At 2.5-foot intervals to 10 feet and 5-foot intervals thereafter |
| Frequency of Groundwater Level Measurements      | During auger advancement and upon removal of augers              |
| Boring Backfill Procedures                       | Bentonite chips with asphalt patch at the surface                |
| Sample Preservation and Transportation Procedure | General Accordance with ASTM D4220                               |

The field exploration program will be performed in general accordance with the designated ASTM procedures considering local and regional standard of care practices.

#### ***Laboratory Testing***

Representative soil samples obtained during the field exploration program will be transported to the PSI laboratory for testing. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions observed during the field exploration program. The laboratory program will be performed in general accordance with the applicable ASTM procedures considering local and regional standard of care practices. The laboratory program may include the following tests.

**TABLE 5: LABORATORY TESTING GENERAL PROCEDURES**

| Laboratory Test                   | Applicable ASTM Procedures |
|-----------------------------------|----------------------------|
| Visual Classification             | ASTM D2488                 |
| Moisture Content                  | ASTM D2216                 |
| Atterberg Limits                  | ASTM D4318                 |
| Material Finer than No. 200 Sieve | ASTM D1140                 |
| Unconfined Compression Strength   | ASTM D2166                 |

Portions of any samples that are not altered or consumed by laboratory testing will be retained for 30 days after the issuance of the geotechnical report and will then be discarded.

#### ***Engineering Analyses and Report***

The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report may include the following items:

- Logs of test borings including soil layers classified in accordance with Unified Soil Classification System (USCS).
- Evaluation of soil and groundwater conditions within the depths of the planned construction.



- General recommendations related to utility installation including excavation difficulty, groundwater control, and backfill placement.

A pdf version of the geotechnical report will be prepared and submitted by email to the Client. If requested by the Client, hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Wisconsin.

## **FEE**

It is proposed that the services be charged on a **cost per unit basis for a total of \$3,217.50**. The following is a breakdown of the unit rate charges for the project.

| ITEM                                  | Units                       | Rate      | Extended           |
|---------------------------------------|-----------------------------|-----------|--------------------|
| <b>Field Exploration</b>              |                             |           |                    |
| Mobilization of Soils Rig and Crew    | 1                           | \$ 350.00 | \$ 350.00          |
| Daily Trip Charge                     | 1                           | \$ 130.00 | \$ 130.00          |
| Soil Drilling and Sampling 0-25 Feet  | 75                          | \$ 11.00  | \$ 825.00          |
| Soil Drilling and Sampling 25-50 Feet | 15                          | \$ 13.25  | \$ 198.75          |
| Disposal of Soils off site            | 1                           | \$ 130.00 | \$ 130.00          |
| Signage                               | 1                           | \$ 110.00 | \$ 110.00          |
| Bore Hole Abandonment, foot           | 90                          | \$ 2.50   | \$ 225.00          |
| Stemming Plugs, each                  | 3                           | \$ 10.00  | \$ 30.00           |
| Asphalt/Concrete Patch, each          | 3                           | \$ 15.00  | \$ 45.00           |
| Layout/Elevations, hour               | 1                           | \$ 75.00  | \$ 75.00           |
| Setup Project/Digger's Hotline Locate | 1                           | \$ 85.00  | \$ 85.00           |
|                                       | <b>Field Subtotal</b>       |           | <b>\$ 2,203.75</b> |
| <b>Laboratory Testing</b>             |                             |           |                    |
| Visual Classification                 | 0.75                        | \$ 85.00  | \$ 63.75           |
| Moisture Content/Hand pen             | 28                          | \$ 5.00   | \$ 140.00          |
|                                       | <b>Lab Subtotal</b>         |           | <b>\$ 203.75</b>   |
| <b>Engineering</b>                    |                             |           |                    |
| Project Engineer                      | 8                           | \$ 85.00  | \$ 680.00          |
| Principal Engineer                    | 1                           | \$ 130.00 | \$ 130.00          |
|                                       | <b>Engineering Subtotal</b> |           | <b>\$ 810.00</b>   |
|                                       | <b>Total Project</b>        |           | <b>\$ 3,217.50</b> |

Depending on project schedule, partial billing may be performed monthly based on progress to date prior to the completion of the final report.

The estimated fee is based on the boring locations being accessible to a truck mounted drilling equipment and the client obtaining and providing permission for PSI to enter and access the site. It should be noted that fees associated with locating private underground utilities, rock coring, reviewing construction drawings, obtaining permits, preparing construction specifications, attending special conferences, providing environmental consulting, and any other work requested after submittal of the report is not included in the proposed fee. Where a **two-person traffic flagging crew** is necessary, an additional fee of **\$2,000.00** will apply.



### **AUTHORIZATION**

PSI will proceed with the work based on written authorization. The work will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

Please sign and return one copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet, and provide a scaled site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.

### **CLOSING**

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

Bradley J. Broback, P.E.

Department Manager - Geotechnical Services

Attachments: Proposal Authorization and Payment Instructions  
Project Data Sheet  
General Conditions





## Proposal Authorization & Payment Instructions

### Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

|                              |       |   |           |
|------------------------------|-------|---|-----------|
| Authorized By (please print) |       | Signature   |           |
| Title                        |       | Firm  |           |
| Address                      |       |   |           |
| City                         | State | Zip Code  | Telephone |
| Email Address                | 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



## Project Data Sheet

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name

Architect

Project Manager

Phone Number

Structural Engineer

Project Manager

Phone Number

Civil Engineer

Project Manager

Phone Number

Construction Type

Plan Area

Number of Floors

Interior Column Spacing

Exterior Column Spacing

Exterior Column Load

Live

Dead

Interior Column Load

Live

Dead

Floor Slab Load

Slab-on-Grade

Basement/Depth

Will Elevation of site be raised by filling

How much?

Septic Tank

Storm Water Drainage

Pavement Type

Traffic Load

Traffic Type

Other pertinent Information/Subsurface Information





## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. 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.

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.