



**Cost Proposal – Geotechnical
Engineering Services
City of Dickinson 2024 Geotechnical
Engineering Services for Various
Infrastructure and Engineering
Improvement Projects**

Dickinson, North Dakota

AET Proposal No. P-0026594

Date:

September 13, 2023

Prepared for:



City of Dickinson – Engineering Department
38 1st Street West
Dickinson, North Dakota 58601

Geotechnical • Materials
Forensic • Environmental
Building Technology
Petrography/Chemistry

American Engineering Testing

1225 Bean Drive | Williston, ND 58801
99 26th Street East | Dickinson, ND 58601
Phone Office: 701-572-3324 | teamAET.com

September 13, 2023



Mr. Joshua M. Skluzacek, PE
City of Dickinson
38 1st Street West
Dickinson, North Dakota 58601

Subject: Cost Proposal – Geotechnical Engineering Services
2024 City of Dickinson Various Infrastructure and Engineering Improvement Projects
Dickinson, North Dakota
AET Proposal No. P-0026594

Greetings Mr. Skluzacek,

American Engineering Testing (AET) is pleased to submit this proposal for the geotechnical exploration for use in the planning and development of the proposed 2024 City of Dickinson Various Infrastructure and Engineering Improvements Projects in Dickinson, North Dakota. AET is an employee-owned engineering consulting firm, founded in 1971. We specialize in geotechnical, pavement, and construction materials engineering and testing; environmental consulting; forensic engineering; building technology; and petrography/chemistry. A few factors that uniquely qualify AET as the preferred choice for geotechnical engineering services are:

- **Safety** – At AET, the health, safety and well-being of our employees is of the greatest importance, and we strive to provide a healthy and safe work environment. We are Achievement Awarded members of the ND safety Council. We promote and deliver a strong safety culture, hold corporate weekly safety meetings and encourage employees to actively participate.
- **Experience** – AET personnel have completed numerous municipal projects in western North Dakota including the geotechnical exploration for the 2022 City of Dickinson Various Infrastructure and Engineering projects, the McKenzie County Route 10 & 14 Subgrade Improvements, Asphalt Patch, and Mill and Overlay and the Williston Northeast Truck Reliever project.
- **Resources** – We back our project personnel with a network of professional engineers with unique backgrounds and experience with challenging subsurface soil conditions. Our engineering staff have extensive project experience in the Dickinson area with conditions similar to those anticipated at the project sites.
- **Community Involvement** – AET is committed to making a difference in the quality of life within western North Dakota by providing high-quality solutions. AET has geotechnical engineering and drilling staff located in Dickinson and Williston who are actively involved in the community and are committed to bettering the lives of the residents in the region.

Our proposal is based on our review of the Request for Proposal (RFP), our teams meeting with you on September 7, 2023 and our telephone conversation with you on September 1, 2023. In this

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proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the lump sum fee for our services.

PROJECT INFORMATION

The City of Dickinson is planning on beginning design and/or constructing four projects during the 2024 construction season and is requesting proposals for geotechnical exploration for each project. The four projects are as follows:

1. 202402 – 2024 Watermain and Lead Service-line Replacement
2. 202104 – Sims Street Phase II
3. Public Safety Training Center
4. 2024 Road Maintenance Project

We understand each project is considered separate and a geotechnical report is requested for each project. Based on our meeting on September 7, 2023, we understand all four projects will be awarded and can be completed in the same mobilization. We provide our understanding of each project below.

Project 1: 202402 – 2024 Watermain and Lead Service-line Replacement

The project consists of removal and replacement of approximately 3,650 LFT of water main and approximately 90 water service lines. A bid alternate will be considered for pipe bursting or open trench excavation.

Project 2: 202104 – Sims Street Phase II

This project consists of removing and replacing the sanitary sewer and water main along the route including the services to the curb stops. The storm sewer main is planned to be extended north from the intersection of Osborn Drive all the way to the north project limits north of Museum Drive. A bid alternate will be considered for pipe bursting or open trench excavation.

Project 3: Public Safety Training Center

The project consists of developing a public training center to include constructing a new approximately ½ mile long road with an urban design to support heavy truck traffic and underground utilities. The public training center is in preliminary design stage and includes a fire department burn tower, a pre-manufactured indoor shooting range, a small office building to include a training room and restrooms, and a parking lot area.

Project 4: 2024 Road Maintenance Project

The project encompass comprehensive road maintenance within the City of Dickinson, with additional focus on resolving drainage issues at specific locations. The road maintenance activities encompass a range of techniques and may include chip seal, mill and overlay, full-depth reconstruction, each tailored to the unique needs of the roads.



PROJECT TEAM

The project team we have assembled at AET possesses additional understanding based on experience that includes similar work for the City of Dickinson and other municipalities in Western North Dakota. Our staffing and qualifications, described below, demonstrates the varied services we have provided successfully in support of similar construction projects in North Dakota. Furthermore, we have two geotechnical drill rigs and a Geoprobe based in our Williston office that allows us to provide exploration services in a timely manner with minimal mobilization expenses.

The AET project team will communicate results to you in a way that helps you address larger issues, such as finding the balance between cost savings and quality to avoid pavement and/or underground utility support issues in the future. AET understands that the City of Dickinson desires a consultant that can be relied upon as a resource, and not just as an entity performing tests and providing results. This proposal demonstrates AET's resourcefulness in terms of staffing and approach. In short, the AET project team is qualified to meet your needs, however they evolve over the course of the project.

Finally, AET understands that the City of Dickinson values accessibility and responsiveness in communication. For this reason, AET will provide services out of our Dickinson and Williston, North Dakota offices. We will provide bi-weekly progress reports summarizing what was completed in the previous period, what is anticipated to be completed in the next period, issues or concerns for the City of Dickinson, and deliverables/milestones achieved during the previous period.

Harvey T. Fitzgerald, PE, Geotechnical Engineer | Williston Manager

Harvey will serve as the main point of contact for the City of Dickinson staff. He will interface with staff on a regular basis and coordinate project assignments within AET. He is a geotechnical engineer with over 8 years of experience in North Dakota and the Upper Great Plains. Harvey has focused on geotechnical investigations, laboratory testing, construction material testing services, and training of field engineering and technical staff. Harvey is the manager of our Williston office.

Alec Hovick, Dickinson Manager

Al will serve as a technical reviewer and internal quality control for the project. Al has over 35 years of experience in geotechnical engineering and construction material testing services in North Dakota and Minnesota. Al is the manager of our Dickinson office and will visit each project site prior to mobilization and review potential impacts to proposed field service with city of Dickinson Personnel.

Connor Thompson, EI, Field Engineer

Connor will serve as the field engineer for the project. Connor will oversee the field work for the project and coordinate with Harvey and Al on the geotechnical exploration, laboratory testing, and evaluation. Connor has 4 years of experience in geotechnical engineering and construction material testing in western North Dakota. Connor is located in our Dickinson office.



SCOPE OF SERVICES

Site Field Exploration

The City of Dickinson has requested soil borings and pavement cores be performed at each of the project sites in order to evaluate the existing pavement section thickness, structure and condition, the potential for shallow groundwater, the soil properties to be encountered during construction, special considerations for backfill and compaction to reduce settlement, consideration for pavement design alternatives to potentially minimize base aggregate and reduce frost heave. The following tables summarize the requested soil borings and pavement cores to be performed and each of the project sites.

Table 1: Soil Borings and Pavement Cores

Project	Min. # of Borings	Min. Boring Depth (feet)	Min. # of Pavement Cores
1	5	10	13
2	4	B-1 (51+00) and B-2 (42+00) @15', B-3 (37+00) @20', B-4 (30+00) @10'	9 (at Stations: 33+50; 40+50; 47+50; 49+50; 53+50)
3	7	20	2
4	17	B4-1, B4-8, B4-9, B4-10 @10', and all others @5'	17

Table 2: Soil Laboratory Testing

Project	CBR – ASTM: D1883	Sulfate & pH
1	1-per soil classification	1-per boring
2	1-per soil classification	1-per boring
3	1-per soil classification	1-per boring
4	1-per soil classification	1-per boring

The following tests shall be run per boring or sample:

- Moisture Content (AASHTO T-265) – 1 per 5-feet of boring
- Proctor Test (AASHTO T-99 or T-180) – 1 per boring
- Atterberg Limits (AASHTO T-89 & 90) – 1 per boring
- Particle Size Analysis (AASHTO T-88) – 1 per boring
- California Bearing Ratio (CBR - ASTM: D1883) – As specified above
- Sulfate & pH – As specified above

AET will coordinate with the City of Dickinson on the location of the borings. After the locations are staked, we will arrange clearance of underground public utilities through North Dakota (ND) One Call.

We will advance the borings with hollow stem auger (HSA) borings using a truck-mounted geotechnical drill rig. The borings will be back filled with on-site cuttings and patched at the surface



with cold-patch asphalt or concrete, as appropriate. We assume road work ahead signs and traffic cones will be sufficient traffic control for our drilling operations.

Before we drill, we will contact ND One Call to locate public underground utilities. ND One Call does not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. The client/property owner(s) are responsible for locating all private underground utilities and structures. Please provide us with any maps, plans, and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The client/property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damage to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers. This is particularly important as the overall planning of the project develops, evolves and progresses.

We will drill the borings using hollow stem augers, and sampling by split-barrel sampler and the ring lined-barrel method (ASTM D1586 & D3550). In addition, we will collect bulk samples from auger cuttings. Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. We will collect samples at 2½ foot intervals to 15-feet, then at 5-foot interval thereafter to the planned termination depths. Representative portions of recovered samples will be collected in bags and capped brass tubes to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We will back fill the boreholes to comply with State requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard. We assume that the property owner will back fill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with injury or loss after we leave the site.

Accessing the boring locations may leave ruts in the ground. We assume that the property owner will perform any site restoration work. We have not included a fee for site restoration in our cost estimate.



On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.

The pavement cores will be obtained using a generator, electric drill, and water cooled 4” nominal diameter core barrel with carbide cutting teeth. Digital photographs of the individual pavement cores will also be presented on core logs.

Geotechnical Report

We will prepare a report for each project in which we will present logs of the test borings, core photo logs, laboratory test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations. We anticipate recommendations will include earthwork considerations, utility trenching and construction considerations, pavement evaluation and design, drainage considerations, and soil chemistry considerations.

SCHEDULE

Weather and site access permitting, AET anticipates the following work schedule.

Task	Completion Date
Field Work	November 1, 2023
Laboratory Testing	December 18, 2023
Reports	January 1, 2024

FEES

Our fees for the scope of services described above will be charged on a lump sum basis as shown in the table below for each project.

Project	Lump Sum Amount
1	\$9,135.00
2	\$8,805.00
3	\$10,165.00
4	\$20,700.00

Please note, our fees will be in effect for 30 days after issuance of this proposal, after which they will be subject to review and adjustment where necessary. Our fees do not include traffic control beyond road work ahead signage and cones, or snow removal; however, we can provide additional services at an additional cost. Should subsurface conditions warrant a change in scope, i.e., additional services such as more exploration or laboratory testing, we will request any fee changes prior to exceeding the proposed budget.

LIMITATIONS & INHERENT RISKS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified sites and is developed based on our understanding of the project. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater, presence of abandoned mines or mine shafts, retaining system design, global slope



stability, stormwater or septic disposal design, erosion control design, deep foundation evaluation, or any other services not explicitly discussed above. If you wish to have us provide these additional services, please contact us. We will endeavor to perform our evaluation referencing the standard of care as it exists in western North Dakota at the time of this proposal. This acknowledgement will be in lieu of any express or implied warranties.

There are inherent risks whenever soil, geologic, or hydrogeologic conditions are involved with a development. These risks must be emphasized when potential damage of property also exists. Soil and geologic material, including groundwater, are variable in nature. AET's exploration will identify the conditions at the time of the evaluation and the locations explored. Geologic conditions may change between exploration points and at depth.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement — Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

AET appreciates the opportunity to provide this service for you and we look forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.


Harvey T. Fitzgerald, PE
Geotechnical Engineer
Williston Manager



Alec Hovick
Dickinson Manager

Cost Proposal – Geotechnical Engineering Services
2024 City of Dickinson Various Infrastructure and Engineering Improvement Projects, Dickinson, North Dakota
September 13, 2023
AET Proposal No. P-0026594



Attachments: Resumes
Fee Schedule
Environmental/Geotechnical Service Agreement – Terms and Conditions
Certificate of Insurance
W9

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0026594

SIGNATURE: 
PRINTED NAME: Scott Decker
COMPANY: President of City Commission
ADDRESS: 38 1st Str. W Dickinson ND 58601
PHONE NUMBER AND EMAIL: 701 456 7744
DATE: 9-25-2023

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME: _____
BILLING/MAILING ADDRESS: _____
AP PHONE NUMBER AND INVOICE EMAIL: _____
P.O. NO./ PROJECT NO.: _____



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Connor Thompson, EIT	13. ROLE IN THIS CONTRACT Field Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 3	b. WITH CURRENT FIRM 3

15. FIRM NAME AND LOCATION

American Engineering Testing, Inc. – 99 26th Street East, Dickinson, North Dakota 58601 701-483-4288

16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science, Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) N/A
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

**NDDOT Soils Field, Aggregate Field Lab, Asphalt Mix Tester TechID 3808,
ACI Level I Concrete (Field, Strength, Aggregate, Lab Testing) ID #02095119, Troxler Nuclear Density Gauge Certification**

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) McKenzie County Route 37 Cement Stabilization, Watford City, ND	(1) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Field Tester, tested compaction of subgrade, tested strength of cement stabilized subgrade to ensure specifications were met, communicated results with clients.	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) 2020
		<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) NDDOT US 12 Linear Survey, Bowman, ND	(1) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Laboratory Tester, organized and directed laboratory testing of soil samples, assisted in analysis and reporting of soil classifications and properties.	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable)
		<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) NDDOT Hwy 1806 Bridge Replacement, Watford City, ND	(1) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Field Tester, tested compaction of bypass subgrade, performed plastic concrete mix testing, communicated results with clients.	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2021
		<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Minot Air Force Base Apron Repair, Minot, ND	(1) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Field Laboratory Tester, performed quality control testing on concrete aggregates and compressive strength samples, and communicated results to clients.	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2021
		<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) BRO-CVD-0045(070) PCN 23166 Stark County Culverts	(1) YEAR COMPLETED	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Lead field technician; tested compaction of culvert backfill materials, communicated test results with clients.	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2022
		<input checked="" type="checkbox"/> Check if project performed with current firm	



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Alec Hovick	13. ROLE IN THIS CONTRACT Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 36	b. WITH CURRENT FIRM 26
15. FIRM NAME AND LOCATION American Engineering Testing, Inc. – 99 26th Street East, Dickinson, North Dakota 58601 701-483-4288			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. Construction Management		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) ND DOT: Asphalt Mix Controller, Asphalt Pavement Inspection, Asphalt Mix Tester, Field Soil Testing, Aggregate Designer; ACI Level I Concrete Field, Aggregate and Strength; Troxler Nuclear Density Gauge Certification;			

19. RELEVANT PROJECTS

a.	(1) TITLE AND LOCATION (City and State) NH-5-085(077)074 Stark County Hwy 10 to I 94 S Interchange Belfield, ND	(1) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Project Manager - The project included embankment construction, installing culvert extensions, aggregate base placement and bituminous pavement. Duties included project testing management, reporting, consulting, invoicing, scheduling, and budget tracking.		
		<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) ND 21 Minor Rehabilitation Sliver Widening, 5-021(026)023 Regent, ND	(1) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Project Manager - Project consisted of two borrow sources which each required geotechnical evaluations, consulting with client for reporting requirements, budget tracking and invoicing.		
		<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) US Highway 12 Bowman Municipal Section LSS, NH-5-012(050)033, PCN 22623 Bowman, ND	(1) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable)
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Project Manager – The project including designing the geotechnical exploration scope, report, consulting with client for reporting requirements, budget tracking and invoicing.		
		<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) ND 1804 7-804(062)293, PCN 21787 Williston, ND	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 2020-2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Project Manager - The project included embankment construction, installing culverts, placing rip rap and bituminous pavement. Duties included project testing management, reporting, consulting, invoicing, scheduling and budget tracking.		
		<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) US Hwy 85 at Long X Bridge 7-085(109)125 PCN 22041 Watford City, North Dakota	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable) 1019-2020
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Role: Project Manager - The project including preparing a QC plan, performing QC consulting and onsite testing activities including concrete testing. Duties including project testing management, reporting, consulting, invoicing, scheduling and budget tracking.		
		<input checked="" type="checkbox"/> Check if project performed with current firm	



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME Harvey T. Fitzgerald, P.E.	13. ROLE IN THIS CONTRACT Geotechnical Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 8	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION American Engineering Testing, Inc. – 1225 Bean Drive, Williston, North Dakota 58801 701-572-3324			
16. EDUCATION (DEGREE AND SPECIALIZATION) B.S. Civil Engineering, Geotechnical Engineering		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) North Dakota Professional Engineer – 27999	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Vice President of Chapter 5 of the North Dakota Society of Professional Engineers			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State)	(1) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Northeast Williston Truck Reliever Route, 7-085(128)986, PCN 23528 Williston, ND	2022	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. Role: Project Manager/Geotechnical Engineer - Project consisted of existing and new right-of-way linear soil survey, bridge structure driven pile foundation design, slope stability investigation, and a borrow site investigation which each required geotechnical evaluations. As the project manager and geotechnical engineer, Mr. Fitzgerald was responsible for client coordination, and engineering oversight.		
MCK-2710&14(001), Subgrade Improvements, Asphalt Patch and Mill and Overlay - McKenzie County, ND	2022	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm b. Role: Project Manager/Geotechnical Engineer - Project consisted of evaluation of approximately 50-miles of county highway utilizing ground penetrating radar, international ride index, falling weight deflectometer, linear soil survey to include dynamic cone penetrometer and standard penetration test borings, and pavement design and analysis for subgrade correction and mill and overlay recommendations. As the project manager and geotechnical engineer, Mr. Fitzgerald was responsible for client coordination, and engineering oversight.		
Killdeer Business Loop, 5-022(137)940, PCN 23299 Killdeer, ND	2022	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm d. Role: Geotechnical Engineer - Project consisted of evaluation of approximately 0.5 miles of highway to complete the linear soil survey, existing pavement condition report, pavement design and analysis to rule out subgrade corrections, and mill and overlay recommendations. As the geotechnical engineer, Mr. Fitzgerald was responsible for engineering oversight.		
WYDOT I-80 Interchange, Cheyenne, WY	2018-2021	N/A
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm e. Role: Geotechnical Engineer of Record – The project included the redesign of the I-25 / I-80 interchange which included replacing or adding 17 bridge structures, 7 retaining walls and embankments up to 35-feet in height. The bridge structures were supported on a combination of driven pile foundations and drilled shaft foundations. Our scope of services consisted of 58 penetration test borings, laboratory testing, and recommendations for embankment fills, retaining wall structures, driven pile and drilled shaft capacities and depths. We started the project in 2018 and completed our report in 2021. The approximate total construction project was over \$100 million.		

2023 NORTH DAKOTA

GEOTECHNICAL/ENVIRONMENTAL FEE SCHEDULE



I. ENGINEERING - TECHNICAL - ADMIN PERSONNEL RATES			Service Item		Unit	Rate		
Service Item	Unit	Rate						
Project Administrator	Hour	\$ 75.00	E. Bit wear					
Environmental Technician	Hour	\$ 105.00	1. Diamond Bit - Sedimentary Rock					
Drill Technician	Hour	\$ 105.00	a. B, NQ				Foot	\$ 18.00
Project Manager	Hour	\$ 150.00	b. HQ				Foot	\$ 18.00
Draftsperson	Hour	\$ 95.00	2. Diamond Bit - Metamorphic & Igneous					
Engineer (PE)	Hour	\$ 160.00	a. B, NQ				Foot	\$ 25.00
Engineer, Project Manager, Geologist - Senior	Hour	\$ 195.00	b. HQ				Foot	\$ 28.00
Engineer, Project Manager, Geologist - Principal	Hour	\$ 235.00	V. LABORATORY TESTING OF SOIL					
Principal of Firm	Hour	\$ 240.00	A. Water Content				Test	\$ 20.00
Litigation Preparation	Hour	\$ 315.00	B. Dry Density				Test	\$ 60.00
Deposition or Court Time (4 hour minimum)	Hour	\$ 395.00	C. Atterberg Limit - Plasticity (AASHTO T89/90)				Test	\$ 125.00
Per Diem (meals) for out-of-town services	Hour	\$ 50.00	D. Shrinkage Limit (ASTM D427)				Test	\$ 125.00
Direct Project Expenses, i.e. motel, freight		Cost + 15%	E. Sieve Analysis (ASTM C136/117 or AASHTO T 27/ T11)				Test	\$ 120.00
Overtime for personnel charged at above cost plus 25% for over 40 hours in a week and at above cost plus 50% for Sundays or Holidays			F. #200 Wash Only				Test	\$ 80.00
			G. Hydrometer Analysis (includes sieve analysis)				Test	\$ 250.00
			H. Specific Gravity (ASTM C854)					
			1. Mineral Oil				Test	\$ 155.00
			2. Organic Soil				Test	\$ 180.00
			I. Hand Penetrometer/Torvane				Test	\$ 20.00
			J. Unconfined Compression (ASTM D2166)				Test	\$ 115.00
			K. Permeability Tests					
			1. Rigid Clay				Test	\$ 425.00
			2. Remolded Rigid Clay				Test	\$ 500.00
			3. Sand				Test	\$ 295.00
			4. Flex Clay				Test	\$ 500.00
			5. Remolded Flex Clay				Test	\$ 625.00
			L. Electric Resistivity				Test	\$ 130.00
			M. Organic Content of Soil (AASHTO T 267)				Test	\$ 105.00
			N. Sulfate in Soil				Test	\$ 120.00
			O. Chloride in Soil				Test	\$ 70.00
			P. R-Value (Hveem Stabilometer) (ASTM D2844)				Test	\$ 415.00
			Q. Compaction Laboratory Testing					
			1. Standard Proctor (ASTM D6998)				Test	\$ 240.00
			2. Modified Proctor (ASTM D1557)				Test	\$ 240.00
			R. California Bearing Ratio - CBR (Excludes Proctor)					
			1. Three Point (ASTM D1883)				Test	\$ 750.00
			2. One Point (ASTM D1883)				Test	\$ 375.00
			S. ND Oil & Gas Sundry Testing					
			1. pH (AASHTO T 289)				Test	\$ 35.00
			2. Sodium Absorption Ratio (SAR) Method 5E				Test	\$ 75.00
			3. Cation Exchange Capacity Method 5A8				Test	\$ 80.00
			4. Electrical Conductivity Method 8A1				Test	\$ 35.00
			T. Thin Wall Samples (Extrusion Only)				Tube	\$ 30.00
			U. Consolidation - up to 32tsf (ASTM D2435)					
			1. P-e Curve only				Test	\$ 640.00
			1. P-e Curve, Time Curve				Test	\$ 515.00

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, if they are provided, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. ~~Restoration of the site is the responsibility of the Client.~~

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. One Call in North Dakota, if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 – ~~Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.~~

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

9.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its ~~Mechanic Lien or Bond Claim~~ rights for nonpayment of an undisputed invoice. ~~Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.~~

11.4 - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 13 - MEDIATION

~~13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.~~

~~13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.~~

SECTION 14 - LITIGATION REIMBURSEMENT

~~Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.~~

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 15 and 18, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

~~15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.~~

~~15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an additional insured.~~

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 16 - NON-SOLICITATION

~~Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.~~

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

~~To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.~~

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the Services.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of North Dakota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AMERICAN ENGINEERING TESTING, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 550 CLEVELAND AVE. N..	Requester's name and address (optional)
6 City, state, and ZIP code ST. PAUL, MN 55114	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
4	1	-	0	9	7	7	5	2	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/1/23
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



AMERCON-12

KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 20443386 Hub International Great Plains 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 E-MAIL ADDRESS: ann.ross@hubinternational.com	FAX (A/C, No): (651) 286-0560
	INSURER(S) AFFORDING COVERAGE INSURER A: The Phoenix Insurance Company 25623 INSURER B: The Travelers Indemnity Company of America 25666 INSURER C: Travelers Property Casualty Company of America 25674 INSURER D: The Travelers Indemnity Company 25658 INSURER E: Continental Casualty Company 20443 INSURER F:	
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 650 CLEVELAND AVE N ST PAUL, MN 55114-1804		

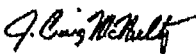
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P630539K8896PHX23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L6457122343G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092343	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB9H9151012343G	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2023	1/1/2024	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2023	1/1/2024	AGGREGATE 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@teamAET.com

CERTIFICATE HOLDER CANCELLATION

ILLUSTRATION CERTIFICATE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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