



May 15, 2025

**Joshua Tetzlaff**  
City of New Prague  
118 Central Ave North  
New Prague, Minnesota 56701

Re: City of New Prague  
Police Facility Addition and Renovation DD-CD  
Commission No. 252079

Dear Josh:

During the Design Development Phase for the New Prague Police Addition, Wold solicited soil boring quotes and fixed rates for Geotechnical Engineering Review. The City selected American Engineering Testing, Inc. to perform this work.

Now that construction will be proceeding for the Police Addition, we have solicited quotes from American Engineering Testing and Braun Intertec to give us a budget for construction testing based on their contracted rates and the scope of testing required by the Construction Documents. Based on the attached estimates, we recommend you budget \$59,978.00 for Owner supplied field testing. The cost for testing and special inspections is an item that is included within the overall project budget Owner soft costs.

It is the Contractor's responsibility to schedule the testing as required by the Specifications. American Engineering Testing, Inc. will forward invoices to the City in care of Wold Architects and Engineers. We will review and approve the invoices and forward them to your attention for payment.

Please call if you have any questions.

Wold Architects and Engineers

Michael Stephens

Attachments

cc: Jesse A. Mohler, AET  
Steven J. Ruesink, AET  
Jake Wollensak, Wold  
John McNamara, Wold

EM/GOV-MN-CITY-New Prague/252079/\_Admin/Letters/2025.05.15 Letter to Joshua Tetzlaff

**Wold Architects and Engineers**  
332 Minnesota Street, Suite W2000  
Saint Paul, MN 55101  
woldae.com | 651 227 7773

**PLANNERS  
ARCHITECTS  
ENGINEERS**

May 9, 2025

City of New Prague  
118 Central Avenue North  
New Prague, MN 56071



Attn: Joshua Tetzlaff – Owner  
[jtetzlaff@ci.new-prague.mn.us](mailto:jtetzlaff@ci.new-prague.mn.us)

RE: Special Inspection and Construction Testing Services Proposal  
New Prague Police Addition  
505 – 5<sup>th</sup> Avenue NW  
New Prague, MN 56071  
AET Proposal No. P-0041834 R1

Dear Mr. Tetzlaff:

American Engineering Testing, Inc. (AET) is pleased to offer Special Inspection and Construction Testing Services to the City of New Prague (hereafter referred to as the Client) for the referenced project. This proposal has been prepared in response to your recent email request and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

## GEOTECHNICAL INFORMATION

We performed a geotechnical exploration and analysis for this project. The results were presented in our Report of Geotechnical Exploration and Review, dated November 11, 2024 (AET Report No. P-0036182). In the report, the site soil profile is generalized as fill over alluvial and till soils. We recommended in the report that the proposed building addition be supported by conventional spread footings after corrective earthwork to remove fill and topsoil to the underlying naturally deposited alluvial and till. Refer to that report for more details regarding site conditions and recommendations.

## PROJECT INFORMATION

We understand the proposed construction will be a new addition to the police building and related site work. We further understand the project will:

- Have one above-grade level.
- Have a first-floor elevation of 991.0 feet and bottom-of-footing elevation of 986.0 feet'.
- Have approximate overall plan dimensions of 105 feet by 150 feet.
- Be supported by conventional spread footings designed using an allowable soil bearing pressure of 2,500 pounds per square foot (psf).
- Have reinforced cast-in-place concrete walls; precast concrete wall panels; a structural steel frame; and a metal deck roof supported by steel joists.
- Be able to tolerate normal amounts of settlement for this type of structure (up to 1-inch total and ½-inch differential, and up to 1-inch differential between the original



building and new construction).

- Have a modular block or segmental block retaining wall structure on the east side of the site. The wall is approximately 4 feet in height and 120 feet in length.
- Have medium-duty pavements on the west and south sides of the structure consisting of 4 inches of bituminous over 6 inches of Class 5 aggregate base over 12 inches of sand subbase.
- Have heavy-duty pavements on the east and south sides of the structure consisting of 4.5 inches of bituminous over 8 inches of Class 5 aggregate base and 12 inches of sand subbase.

## AVAILABLE BID INFORMATION

Project documents provided to assist us in preparing this proposal included the following:

- Project Architectural, Structural, and Civil Plans, dated 2/24/25.
- Project Manual, dated 2/25/25.
- Project Addendum 1, dated 3/7/25.
- Project Addendum 2, dated 3/11/25.
- Project Addendum 3, dated 3/18/25.
- Project Addendum 4, dated 3/20.25.

## PROJECT APPROACH

For this project, Jesse Mohler will be AET's contact. He can be reached at 303-585-1982 (mobile) or 651-523-1276 (office). AET requires a minimum of 24 hours' notice of the need for Services.

## SCOPE OF SERVICES

Based on discussions with Michael Stephens of Wold Architects and Engineers and our review of the available plans and specifications, our anticipated scope of services is outlined below. AET will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of this project as scheduled by the Client or your designated representative.

### **Retaining Wall Observations**

During construction of the segmental block retaining wall structure, AET personnel will visit the site on an on-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill and structural loads.



- Document the elevations at various locations at the bottoms of the excavations.
- Document that installation of the drainage system, geogrid placement and tensioning, block placement, foundation leveling base compaction testing, and backfill placement and compaction testing.

Note that, although we anticipate this scope of services to be performed on a full-time basis, certain aspects of wall construction such as the following are not included:

- Formal design review to confirm or accept design parameters and assumptions.
- Laboratory testing to confirm material properties such as fill friction angle, block strength or Geogrid properties.
- Detailed monitoring and surveying of wall geometry (alignment, plumbness, levelness).
- Analysis of local or global stability or potential settlement.

### **Excavation Observations and Soil Testing**

During excavation for the building and parking lots, AET personnel will visit the site on an on-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads and pavements.
- Document the elevations at various locations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings through the fill.

During placement of fill in the building excavations, pavement excavations, and utility trench excavations, AET personnel will visit the site on an on-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for Atterberg limits and sieve analysis tests.

### **Subgrade/Base Test-Roll Observations and Testing**

During or after final grading of the pavement subgrade soils, AET personnel will observe test-rolling of the pavement subgrade soils. These observations will be performed on an on-call basis. Our scope of services will include the following:



- Observe the reaction/stability of the pavement subgrade soils as they are test-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils.

After placement of the Class 5 aggregate base, AET personnel will test the compaction of these materials using the nuclear density gauge method, or by performing DCP testing. The nuclear density gauge test results will be compared to the Standard Proctor maximum dry density.

### **Reinforcing Steel Observations**

Prior to placement of concrete AET personnel will observe the mild reinforcing steel placed in the formwork for cast-in-place concrete elements for the building. These observations will be performed on an on-call basis. While at the site, the AET personnel will perform the following services:

- Review the most recent plans and specifications available at the jobsite.
- Observe that the correct number, size, alignment, and spacing of the bars are provided for the structural elements observed.
- Observe that the reinforcing steel bars are provided with the specified cover from formwork, the ground surface, and any future concrete elements.
- Observe that the bars are free of dirt, rust, scale, ice, or other deleterious materials that will reduce adhesion to the concrete.
- Observe that anchor bolts are installed in the concrete at the spacing indicated on the project plans.

Any discrepancies or deficiencies that are observed will be brought to the attention of the contractor and/or their subcontractor. Daily reports of our observations will be available to the contractor and/or authorized personnel at the site.

AET does not provide surveying services, therefore, our observations of the reinforcing steel will be based on the positioning of the formwork by the contractor and/or their subcontractors. We are not responsible for the exact locations of the formwork, structural bolts, or embedded items.

### **Concrete Testing**

AET personnel will perform testing of concrete on an on-call basis when requested by the contractor. These services will be performed at the frequencies required by the project specifications. On site visits when we are observing reinforcing steel, AET personnel will remain at the site to perform testing of the concrete, thus reducing mobilization charges. Our services will include the following:



- Document that the correct mix is delivered to the site by checking the delivery slips.
- Test the slump of the plastic concrete delivered to the site.
- Test the air content of the plastic concrete delivered to the site.
- Measure the temperature of the plastic concrete delivered to the site.
- Compare the test results to the requirements of the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized personnel at the site.

During placement of the concrete, AET personnel will also cast test cylinders for compressive strength testing. Project specifications require that one set of cylinders be cast for every 150 cubic yards (or fraction thereof) of each type of concrete placed each day. Each set will consist of five cylinders; one which will be tested after 7 days and three which will be tested after 28 days. The fifth cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for moist curing and testing. The results of our compressive strength tests will be presented periodically, as they become available.

### **Floor Flatness Testing**

The project specifications require that a testing laboratory perform floor flatness/levelness testing within 72 hours of each floor slab placement.

The field testing will be completed in accordance with ASTM: E1155, "Standard Test Method of Determining Floor Flatness and Levelness Using the F-number System." Our flatness/levelness testing will be performed using a Face Model 2272 dipstick. We assume that we will have complete access to the slab surface for this testing; i.e., no curing blankets, equipment or materials will be present or stored on the slab.

### **Masonry Observations and Testing**

During construction, AET personnel will perform observations during masonry wall construction, as well as testing of grout. Our observations and testing will be performed on an on-call basis, and will include the following services:

- Observe that the proper size units are used.
- Observe that the units are clean, sound and dry when placed.
- Observe that the masonry bearing surfaces are clean.
- Observe the placement and alignment of vertical reinforcing bars and dowels, and document that the correct sizes of bars are used.
- Observe the placement and alignment of horizontal reinforcing bars, and document that the correct sizes of bars are used.
- Observe that the correct lengths of bar lap splices are provided.



- Observe that the proper clearance is provided between the bars and the masonry units.
- Observe the general construction practices, including compliance with proper cold or hot weather protection as required by the project specifications.

Any discrepancies from the project specifications will be brought to the attention of the contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the contractor and other authorized site personnel.

While at the site the AET personnel will also sample the grout. The grout “prism” specimens will be cast for compressive strength testing according to IBC guidelines. One set of four grout “prisms” will be cast according to the testing frequency required by the project specifications. One of the “prisms” will be tested for compressive strength after 7 days and two will be tested after 28 days. The fourth specimen will be held for future testing, if required.

#### **Welded and Bolted Connection Observations**

During erection of the precast concrete, structural steel frame, steel joists, and metal decking, AET personnel will provide staff certified to perform observations of the welded and bolted connections. These services will be performed on an on-call basis when requested by the contractor. Our services will include the following:

- Observe bolted connections for compliance with Section 9a of the "Specification for Structural Joints using ASTM: A325 or ASTM: A490 Bolts" approved by the Research Council on Structural Connections.
- Observe welded connections for compliance with the requirements of Section 6 (steel frame) of the AWS "Structural Welding Code" D1.1. Fillet welds will be visually observed for length, quality and suitability. Full or partial penetration welds will be tested by ultrasonic or magnetic particle methods.
- Observe deck welds for compliance with the requirements of the AWS "Structural Welding Code" D1.3.
- Observe deck fasteners to verify that the correct number and spacing is provided in accordance with the project specifications.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor.

#### **Post-Installed Anchor Installation Observations and Testing**

During erection of the precast concrete panels, placement of the new building foundations and/or walls, that are to be attached to the adjacent existing building foundations, and erection of the structural steel framing, AET personnel will perform observations of the installation of the post-installed anchors. These services will be performed on an on-call basis when requested by the contractor. Our services will include the following:



- Observe anchor hole depth, diameter, and cleanliness.
- Observe installation process for epoxy anchors.
- Observe anchor embedment depth.

Any deficiencies or deviations which are observed will be reported to personnel from the contractor and/or their subcontractor.

### **Fire Stopping/Sealant/Caulking Material Observations**

We will observe the installation of the fire stopping, sealants, and caulking materials as they are being installed. These observations will be performed on an on-call basis to perform the following services:

- Attend 1 preconstruction meeting with the general contractor and installer.
- Review product submittals, drawings and materials prior to installation.
- Observe the installation of the materials along the wall/floor joint, and the wall/ceiling joint.
- Observe the installation of the mechanical and electrical penetration firestopping, sealant, and caulking materials.
- Compare the products being installed to the details provided by the material supplier.

Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor.

### **Waterproofing Observations**

We will perform observations during the installation of the roof membrane and during the roof flood testing, as required by the project specifications. These observations will be performed on a part-time basis per the project specifications.

Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor.

### **Air Barrier Material Observations**

We will observe the application, coverage and thickness of high-build fluid-applied air barrier. Thickness testing will be performed at a rate of 1 test per 25 square feet of wall surface. These observations will be performed on an on-call basis. As an additional option, if requested, we could also perform bubble testing in accordance with ASTM E1186 using a depressurizing instrument.

Any deficiencies or deviations which are observed will be reported to contractor and/or their subcontractor.



### **Bituminous Observations and Testing**

When placement of the bituminous base and wear layers begins, an experienced Engineering Technician will make site visits on an on-call basis to observe the placement and rolling of the bituminous layers and to perform testing of the bituminous. The technician will perform the following services:

- Measure the temperature of the bituminous as it is placed and while it is being rolled.
- Measure the thickness of the bituminous layer while it is being rolled.
- Help to establish a rolling pattern each day by observing the number of passes the roller makes over the bituminous, and measuring the density of the bituminous during the rolling to evaluate how many passes are needed to reach the maximum density.
- Obtain samples of the bituminous for laboratory testing.

We assume the paving will be performed in 2 lifts and assume that 2 trips will be performed for the above referenced observation and sampling services.

The samples retrieved from the site will be tested in our laboratory for MnDOT Gyratory properties, including:

- Gyratory density, Rice specific gravity, Asphalt Film Thickness (AFT), Coarse Aggregate Angularity (CAA), and Fine Aggregate Angularity (FAA).
- Asphalt extraction and aggregate gradation.

## **REPORTING**

Reports presenting the results of our observations and testing services will be provided periodically during the various phases of construction. At the completion of construction, we will issue a final report summarizing the results of all observations and testing services, if requested.

## **ESTIMATED FEES**

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects and our conversations with Michael Stephens of Wold Architects and Engineers. Our estimated total cost will be **\$59,978.00**. We refer you to the attached Fee Schedule for an itemization of how we arrived at this estimated cost. **We reserve the right to review our estimate after reviewing the final project structural plans and project specifications.**



We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

## TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction 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 only upon written 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: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 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.

## GENERAL REMARKS

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

Attachments: Fee Schedule Tabulation  
Construction Service Agreement – Terms and Conditions  
W9  
Certificate of Insurance



Sincerely,  
**American Engineering Testing, Inc.**

Prepared By:

A handwritten signature in blue ink, appearing to read 'Jesse Mohler'.

Jesse A. Mohler  
Engineer II / Project Manager  
Phone: 651.523.1276  
Email: [jmohler@teamAET.com](mailto:jmohler@teamAET.com)

Reviewed By:

A handwritten signature in blue ink, appearing to read 'Steve Ruesink'.

Steven J. Ruesink, P.E. (MN, WI)  
Principal Engineer  
Phone: 507.205.9239  
Email: [sruesink@teamAET.com](mailto:sruesink@teamAET.com)

**ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0041834 R1**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER AND EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**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.: \_\_\_\_\_

**PROJECT TESTING SERVICES FEE SCHEDULE  
NEW PRAGUE POLICE ADDITION  
505 - 5TH AVENUE NW  
NEW PRAGUE, MINNESOTA, 56071  
AET PROPOSAL No. P-0041834 R1**



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<b><i>Retaining Wall Observations</i></b>			
<b>Retaining Wall Observations - Senior Technician</b> for observations of excavations and retaining wall construction, consultation and reporting (assumes 2 trips to the jobsite).	8 Hours	\$140.00	\$1,120.00
Personal or company vehicle mileage.	200 Miles	\$1.35	\$270.00
<b>Section Subtotal:</b>			<b>\$1,390.00</b>
<b><i>Excavation Observations &amp; Compaction Testing</i></b>			
<b>Excavation Observations - Engineer I</b> for observations of excavations, consultation and reporting (assumes 6 trips to the jobsite).	24 Hours	\$170.00	\$4,080.00
<b>Soil Density Testing - Technician II</b> for soil compaction testing and reporting (assumes 12 trips to the jobsite).	48 Hours	\$120.00	\$5,760.00
Personal or company vehicle mileage.	1800 Miles	\$1.35	\$2,430.00
Nuclear Density Test	36 Tests	\$44.00	\$1,584.00
Sample Pickup - service from jobsite.	2 Each	\$200.00	\$400.00
ASTM D4318 Atterberg Limits, Liquid Limit or Plastic Limit, Individual	2 Tests	\$139.00	\$278.00
ASTM D698 Standard Proctor	2 Tests	\$195.00	\$390.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	2 Tests	\$142.00	\$284.00
<b>Section Subtotal:</b>			<b>\$15,206.00</b>
<b><i>Subgrade/Base Proof Roll Observations &amp; Testing</i></b>			
<b>Proof Roll Observations - Senior Technician</b> for observations, consultation and reporting (assumes 2 trips to the jobsite).	8 Hours	\$140.00	\$1,120.00
<b>Subgrade/Base Testing - Technician II</b> for soil compaction testing (assumes 2 trips to the jobsite).	8 Hours	\$120.00	\$960.00
Personal or company vehicle mileage.	400 Miles	\$1.35	\$540.00
Nuclear Density Test	6 Tests	\$44.00	\$264.00
MnDOT Modified- Dynamic Cone Penetrometer (DCP)	6 Tests	\$66.00	\$396.00
ASTM D698 Standard Proctor	1 Test	\$195.00	\$195.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	1 Test	\$142.00	\$142.00
<b>Section Subtotal:</b>			<b>\$3,617.00</b>
<b><i>Reinforcing Steel Observations &amp; Concrete Testing</i></b>			
<b>Reinforcing Steel Observations &amp; Concrete Testing - Technician II</b> for observations of reinforcing steel and testing of concrete (assumes 10 trips to the jobsite).	40 Hours	\$120.00	\$4,800.00
<b>Concrete Testing - Technician I</b> for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (assumes 7 trips to the jobsite).	28 Hours	\$105.00	\$2,940.00
Personal or company vehicle mileage.	1700 Miles	\$1.35	\$2,295.00
Sample Pickup - service from jobsite.	17 Each	\$200.00	\$3,400.00
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	85 Tests	\$44.00	\$3,740.00
<b>Section Subtotal:</b>			<b>\$17,175.00</b>
<b><i>Floor Flatness Testing</i></b>			
<b>Floor Flatness Testing - Engineer I</b> to perform field data collection, analysis of data, consultation and report preparation (assumes 1 trip to the jobsite).	6 Hours	\$170.00	\$1,020.00
Personal or company vehicle mileage.	100 Miles	\$1.35	\$135.00
Trip Charge to the jobsite.	1 Each	Quote	\$0.00
Rental of Profilograph.	1 Day	\$188.00	\$188.00
<b>Section Subtotal:</b>			<b>\$1,343.00</b>
<b><i>Non-Destructive Testing (NDT) Observations</i></b>			
<b>Structural Steel Observations - NDT Level II ICC/CWI Technician</b> for observations of field welded and bolted connections, consultation and report preparation (assumes 4 trips to the jobsite).	16 Hours	\$150.00	\$2,400.00
Personal or company vehicle mileage.	400 Miles	\$1.35	\$540.00
<b>Section Subtotal:</b>			<b>\$2,940.00</b>

PROJECT TESTING SERVICES FEE SCHEDULE  
NEW PRAGUE POLICE ADDITION  
505 - 5TH AVENUE NW  
NEW PRAGUE, MINNESOTA, 56071  
AET PROPOSAL No. P-0041834 R1



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<b><i>Post-Installed Anchor Observation &amp; Testing</i></b>			
<b>Post-Installed Anchor Observations - Technician II</b> for observation of installation of post-installed anchors, consultation and reporting (assumes 2 trips to the jobsite).	8 Hours	\$120.00	\$960.00
Personal or company vehicle mileage.	200 Miles	\$1.35	\$270.00
<b>Section Subtotal:</b>			<b>\$1,230.00</b>
<b><i>Firestop Material Observations</i></b>			
<b>Firestop Observations - Engineer I</b> for attending meetings, consultation and report preparation (assumes 4 trips to the jobsite).	16 Hours	\$170.00	\$2,720.00
Personal or company vehicle mileage.	400 Miles	\$1.35	\$540.00
<b>Section Subtotal:</b>			<b>\$3,260.00</b>
<b><i>Membranes (Water Proofing, Insulation Air Barrier)</i></b>			
<b>Travel and Site Time: Technician IV</b>	20 Hours	\$105.00	\$2,100.00
<b>Report: Engineer I</b>	5 Hours	\$170.00	\$850.00
<b>Report and Recommendation: Principal Engineer</b>	5 Hours	\$280.00	\$1,400.00
Personal or company vehicle mileage.	500 Miles	\$1.35	\$675.00
<b>Section Subtotal:</b>			<b>\$5,025.00</b>
<b><i>Bituminous Observations &amp; Testing</i></b>			
<b>Bituminous Density Testing - Technician II</b> for nuclear density testing of bituminous without roll pattern observation (assumes 2 trips to the jobsite).	8 Hours	\$120.00	\$960.00
Personal or company vehicle mileage.	200 Miles	\$1.35	\$270.00
Nuclear Density Gauge Rental - Daily	2 Day	\$80.00	\$160.00
Gyratory Mix Properties (MnDOT Suite of Tests) of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyratory Density test.	2 Tests	\$656.00	\$1,312.00
<b>Section Subtotal:</b>			<b>\$2,702.00</b>
<b><i>Project Management &amp; Coordination</i></b>			
<b>Project Management - Engineer II/Project Manager</b> for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	30 Hours	\$200.00	\$6,000.00
<b>Project Administrator</b> for report preparation, review, invoicing.	1 Hours	\$90.00	\$90.00
<b>Special Consultation - Principal Engineer</b> for special consultation and report review.	0 Hours	\$280.00	\$0.00
<b>Special Consultation - Senior Engineer</b> for special consultation and report review.	0 Hours	\$230.00	\$0.00
Personal or company vehicle mileage.	0 Miles	\$1.35	\$0.00
<b>Section Subtotal:</b>			<b>\$6,090.00</b>
	<b>ESTIMATED BUDGET</b>		<b>\$59,978.00</b>

**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” refer 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 included, 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** – Services performed by AET often include sampling at specific locations. Inherent with such sampling is variation of conditions between sampling locations. Client recognizes this uncertainty and the associated risks, and acknowledges that opinions developed by AET, based on samples so taken, are qualified to that extent.

**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, RESTORATION AND UNDERGROUND UTILITIES AND STRUCTURES**

**2.1** – Client will furnish AET safe and legal site access to the site.

**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.

**2.3** – **With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (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.**

**2.4** – **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 3 - SAFETY**

**3.1** – 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.

**3.2** – AET shall only be responsible for safety of AET employees; the safety of all others shall be Client’s or other parties’ responsibility.

**SECTION 4 - SAMPLES**

**4.1** – 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.

**4.2** – 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 5 - 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 6 - STANDARD OF CARE**

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

**SECTION 7 - INSURANCE**

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

**7.1 –**

Workers' Compensation Employer's Liability	Statutory Limits \$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

**7.2** - 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.

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

**7.4** - 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.

**7.5** - 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.

**7.6** - 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.

**7.7** - 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 8 - 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 9 - PAYMENT, INTEREST AND BREACH**

**9.1** - 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.

**9.2** - 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.

**9.3** - 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.

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

**SECTION 10 - 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 or by electronic communication, or any directive for additional Services.

**SECTION 11 - MEDIATION**

**11.1** - 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.

**11.2** - 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 12 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 9 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 13 - MUTUAL INDEMNIFICATION**

**13.1** - Subject to the limitations contained in Sections 13 and 16, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

**13.2** - 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.

**13.3** - 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.

**13.4** - 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 14 - 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 15- 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 16 - 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 less. 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 17 - 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 18 - TERMINATION**

After seven (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 Services performed, including demobilization and reporting costs to complete the Services.

**SECTION 19 - 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 20 - GOVERNING LAW**

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

**SECTION 21 - 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**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
See *Specific Instructions* on page 3.

<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>American Engineering Testing, Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above.	
<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>550 Cleveland Ave. N.</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>St. Paul, MN 55114</b>	
<b>7</b> 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-						
or									
<b>Employer identification number</b>									
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.

<b>Sign Here</b>	Signature of U.S. person <i>Phillip Chwialkowski</i>	Date <i>1/1/2025</i>
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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](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



AMERCON-12

AROSS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2024

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, LLC 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross	
	PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560	
	E-MAIL ADDRESS: ann.ross@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Phoenix Insurance Company	25623
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	INSURER B : The Travelers Indemnity Company of America	25666
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Charter Oak Fire Insurance Company	25615
	INSURER E : Continental Casualty Company	20443
	INSURER F :	

## 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 checked="" type="checkbox"/> LOC OTHER:			P630539K8896PHX25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L6457122543G	1/1/2025	1/1/2026	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092543	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB9H9151012543G	1/1/2025	1/1/2026	<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	<input checked="" type="checkbox"/> PROF/POLL LIABILITY			ECH254066939	1/1/2025	1/1/2026	EACH CLAIM 10,000,000
E	<input checked="" type="checkbox"/> RETRO: 070287			ECH254066939	1/1/2025	1/1/2026	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

## ILLUSTRATION ONLY

## CERTIFICATE HOLDER

## CANCELLATION

ILLUSTRATION CERTIFICATE  
25-26

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

May 14, 2025

Proposal QTB214898

Mr. Michael Stephens  
Wold Architects and Engineers  
332 Minnesota Street, Suite W2000  
Saint Paul, MN 55101

Re: Proposal for Special Inspection and Testing Services  
New Prague Police Addition  
505 5th Avenue Northwest  
New Prague, Minnesota

Dear Mr. Stephens:

Braun Intertec Corporation is pleased to submit this proposal to provide special inspections and testing services for the Police Addition project in New Prague, Minnesota.

## **Our Understanding of the Project**

We understand this project will initially include select demolition of a garage, pavement, a gravel surfaced parking lot, and other landscape features. New construction includes a 19,000 square-foot, single-story addition with a finished floor elevation of 991.1 on the south side of the existing fire hall with a finished floor elevation of 991.1. The addition will be steel-framed with a low- and high-metal roof supported by precast walls and steel columns bearing on frost-depth cast-in-place concrete spread footings. New civil improvements include a pre-cast modular block retaining wall, concrete walks and exterior slabs, bituminous pavement, monument sign, and new utilities.

## **Available Information**

This proposal was prepared using the following documents and information.

- Project plans and Project Manual prepared by Wold Architects and Engineers, dated February 25, 2025.
- Addendum #1 and #2 with dates of March 17 and March 20, 2025, respectively.
- A Report of Geotechnical Exploration prepared by American Engineering Testing, dated November 11, 2024.

## **Project Approach and Staff Qualifications**

### **Special Inspections**

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because it was designed by the ICC to assist owners, contractors and building officials in the understanding, administration, and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

### **Qualifications and Experience**

ICC certified special inspectors, or qualified technicians will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

### **Inspections and Reporting**

Our special inspectors summarize the nature, extent, and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. We will prepare and submit a Special Inspection Final upon completion as required by the requirements of the IBC.

### **Communications**

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

### **Construction Materials Testing**

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

## **Scope of Services – Special Inspections and Testing**

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when they are requested by the general contractor. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

### **Soil Related Services**

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, or foundations. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Test compacted fill placed below building footprints and oversizing areas, below slabs and/or pavements, adjacent to walls, and in utility trenches, to determine if the relative compaction was achieved.
- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested can support bituminous or concrete pavement.
- Engineering oversight and review of the services provided.

### **Concrete Related Services**

- Observe concrete reinforcement placement.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians.
- Perform laboratory compressive strength testing of the concrete samples.
- Observe the installation of drilled and epoxied dowels and post-installed anchors on a periodic basis.
- Perform floor flatness and levelness testing on interior eligible slabs.

### **Structural Steel and Precast Concrete Welding Related Services**

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the metal decking connections for orientation, sidelap fasteners, and the hold down connections.
- Observe and test the precast concrete welded or bolted connections.
- Observe and document the installation of the base plate anchor bolts.

### **Bituminous Pavement Related Services**

- Collect bulk samples of the hot-mix asphalt during placement and transport samples to our testing laboratory.
- Perform laboratory testing for bulk specific gravity (Gmm).
- Measure pavement cores for thickness and density. We assume others will core the pavement and provide us with the cores. We also assume others will patch the core holes.

### **Engineering Consulting and Project Communication and Reporting Services**

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.

### **Firestopping Observation Services**

This project requires 3rd party firestop special inspection of through-penetration firestopping and fire-resistive joint systems under the State Building Code and adopted 2020 Minnesota State Building Code, Section 1705.17, and Table 1604.5. Under 2020 Minnesota State Building Code, Chapter 16, Table 1604.5 – this project falls into a High-Rise Hazard, Risk Category III Hazard, or Risk Category IV Hazard, or the project specifications require the inspection service. Chapter 1705.17 requires inspection of installed firestop systems by a *qualified* independent testing agency.

Our inspectors meet the requirements outlined in ASTM E2174, ASTM E2393, and ASTM E3038 for on-site inspection of installed firestops and have a minimum of 2 years of construction inspection experience. Our firestop inspectors are certificate holders issued by the International Firestopping Council (IFC) based on their testing requirements, and/or Factory Mutual (FM Global) according to their FM 4991 Designated Responsible Individual (DRI) testing requirement, and/or Underwriters Laboratory's (UL) Designated Responsible Individual (DRI) testing requirement and having completed coursework and training on proper procedures for inspection of firestop systems by our internal firestop Inspection training program.

Our special inspectors summarize the nature, extent, and results of their special inspection activities at the time they are performed on Daily Inspection Forms that are submitted to the Authority Having Jurisdiction (AHJ or Building Official), Authorizing Authority (Architect of Record), general contractor's on-site personnel for their review and records, the installer(s), and the main project manager managing the project for Braun Intertec. Inspection forms will be sequentially numbered and will contain information about one type (per approved submitted system/Engineering Judgment, by installer) of the firestop system. If multiple firestop systems are inspected in one day, then separate inspection forms will be prepared for each firestop system. The daily special inspection reports will become the basis for our final written report.

### **Firestop Submittal Review, Project Communication, and Reporting Services**

- Provide review of the approved construction documents. This is at minimum,
  - The most current drawing package.
  - The firestop specifications section – CSI – 078400.
  - The approved firestop submittal, including all UL Listed assemblies and any engineering judgments to be used, and the product information.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, fabricator and design team through our report distribution process.
- Transmit the daily field inspection reports within 24 to 48-hour basis to the project team; the installer, general contractor, owner, building official, and design team.

### **Firestopping Special Inspection Assumptions**

- **Mandatory** Pre-construction meeting with General Contractor and Sub-Contractor(s).
- Review of contract documents, including drawings, specifications, submittals, and materials prior to installation.
- Coordination with the firestop installer(s) and general contractor with respect to scheduling.
- Safe access to all locations where firestop installations are required. No special site-specific training or gear is required to complete our scope of services.

- We have assumed 3 trips to inspect installed firestop systems as noted in the construction documents for the project. Firestop inspection trips include coordination time, travel, construction meetings (as requested), mandatory pre-installation meetings, preparation of daily written reports for each inspected firestop system by each installer. Actual installation phasing and sequencing may modify the number of visits.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Less than 24 hours' notice may impact on our ability to perform the requested services, and the associated impacts will be the responsibility of others.
- Inspection guidelines will be based on the IBC code required ASTM E2174 and ASTM E2393 inspection standards.
- Re-inspection or follow-up inspections will be charged on an hourly and/or unit pricing basis at the billing rates included.
- Final report when firestopping is completed.

## **Scope of Services - Building Enclosure Consulting, Observations and Testing**

Building Enclosure Consulting, Observation and Testing Services are provided by the Braun Intertec Building Science Group. The Building Science Group is a team of Registered Architects, Professional Engineers, Consultants, and Field Technicians with certifications as Building Enclosure Commissioning Agent (BECxP, CxA+BE), Registered Roof Observer (RRO), Registered Exterior Wall Observer (REWO), Licensed Air Barrier Field Auditor, Certified Air Barrier Specialist (CABS), Certified EIFS Inspectors (CEI), FenestrationMaster Professional (FMPC), and Certified Infrared Thermographers (CIT). Braun Intertec is an AAMA-accredited Field Test Agency.

### **Building Enclosure Consulting - ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3**

Proposed scope is based upon ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3 as required by Minnesota Energy Code for continuous air barrier design and installation verification program. A design review, periodic field observations, and related reports of these services are required by the verification program, as outlined in ASHRAE 90.1-2019 Section 5.9.1.2 and below.

### **Design Documents Peer Review**

- Perform 1 review of the CD documents (95% is the ideal benchmark). Review will focus on the exterior envelope, materials and assemblies, transitions between building enclosure assemblies, and fenestration and doors allowable air leakage.
- In addition to meeting the requirements of ASHRAE 90.1-2019, Braun Intertec's design review services may include notes for thermal transfer, constructability, and material compatibility.

- Provide a report and attend an online meeting following the review. Our report will consist of electronic redline markings in Bluebeam Revu on the drawings as necessary to clarify specific details.

### **Building Enclosure Observations**

- Attend pre-construction meetings (if applicable), perform pre-construction prep work, and review approved submittals.
- Perform periodic observations during installation of building enclosure systems, including waterproofing, below-grade systems, exterior walls, air/weather barriers, fenestrations and doors, roofing, and critical connections, junctions, and envelope transitions.
- Provide a Daily Observation Report to document observations made at the time of each site visit. If discrepancies are observed, they will be discussed with the Contractor prior to departing the site.
- As discrepancies are observed and documented, it is the responsibility of others to make necessary correction(s). At subsequent visits, we will document corrections if not covered or hidden from view. If hidden from view, we will note as such.
- We have included 8 site visits for observations. Actual installation phasing and sequencing may modify the number of visits.

### **Building Enclosure Testing**

#### **Air/Weather Barrier Testing**

- Perform wet mil thickness checks at a minimum of 6 locations per visit if on site during application of fluid-applied membranes.
- Perform Qualitative Air Leakage Testing according to ASTM E1186 *Standard Practices for Air Leakage Site Detection in Building Envelopes Air Barrier Systems, Method 4.2.7 – Chamber Depressurization in Conjunction with Leak Detection Liquid*.
- Testing will be performed during periodic observation site visits.

#### **Whole Building Air Leakage Testing - ASHRAE 90.1-2019, Section 5.4.3.1.1**

This proposal includes scope and cost to perform a continuous air barrier design and installation verification program per ASHRAE 90.1-2019, Section 5.4.3.1.1, Exception 3. If the client plans to perform Whole Building Air Leakage Testing, in lieu of the verification program, Braun Intertec can provide a separate proposal for the testing at the request of the client.

#### **Window Testing Pre-Test Conference and Submittal Review**

- Attend the pre-construction meeting (if applicable) and perform pre-construction prep work and document review for understanding of specific product and installation method as a basis for our field-testing activities.

- Communicate testing procedures and requirements for field testing to project team.

#### **Window Testing according to AAMA 501.2**

- Provide labor, materials, and equipment to complete the fenestration testing according to AAMA 501.2, *"Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems."*
- The AAMA 501.2 water spray test is utilized to test the installed non-operable fenestration for water tightness. A calibrated nozzle is used to delivery water spray at a uniform pressure while slowly wetting the surface of the fenestration system. The spray test focuses on the installed sealants and gaskets.
- Each test is comprised of a minimum 100-square foot representative section as outlined in the AAMA 501.2 standard.

We have included 2 tests, in one site visit.

#### **Project Management and Reporting Services**

- Review test results and observation reports, transmit results to the project team following completion of observation and/or testing activities, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, and design team.

#### **Building Enclosure Observations and Testing Assumptions**

- Safe access to the locations requiring observations and testing to be provided by the General Contractor.
- Approved submittal packages should be submitted for review a minimum of 72 hours prior to our arrival on site.
- 48 hours' notice for scheduling observations for a specific time is required. Shorter than 48 hours' notice may impact our ability to perform the requested services. A minimum of 2 weeks' notice for scheduling window testing is required. This duration is also the minimum length of time required for sealant cure prior to testing.
- We will test windows before the interior finishes are in place as this allows us to observe the rough opening for water penetration. Any caulking or foam that obscures the rough opening will need to be removed by others prior to testing to allow us to observe the entire rough opening, except that required by the window manufacturer's installation instructions.
- Power and water access of sufficient pressure within 200 feet of the test specimen is assumed provided by the Contractor. If additional water supply provisions required, additional costs may be incurred.

- We assume testing at grade level, roofs, and/or terraces. We do not include costs for aerial lift equipment or scaffolding that may be required if the window head is greater than 12 feet above the adjacent horizontal surface. It is most economical to utilize aerial lift equipment already on site.
- The proposal does not include temporary enclosures or heat if the project schedule necessitates testing during winter or adverse weather conditions and is assumed provided by the Contractor.
- Re-inspection or additional testing due to nonconformance will be provided at the Unit Rates in the attached tabulation.

## **Basis of Scope of Work**

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in late May or June of 2025.
- Based on the geotechnical report and the project documents, we understand that a soil correction below the building is planned. We have assumed the soil correction will be about 9 feet.
- We assume 6 cores will be taken for the pavement by others and provided to us.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips incurred.
- We assume the structural steel fabricator will be AISC certified, and review of quality control manual or inspections of the fabrication shop are not required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site-specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.

- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

## Cost

We will provide the services described in this proposal for the estimated fees shown below:

<b>Scope (Phase)</b>	<b>Estimated Fee</b>
<b>Special Inspections and Testing (Phase 1)</b>	<b>\$60,830</b>
<b>Building Enclosure Consulting, Observations and Testing (Phase 2)</b>	<b>\$16,872</b>

A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 5:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Ian Breitlow at 319.423.2317 or ([ibreitlow@braunintertec.com](mailto:ibreitlow@braunintertec.com)).

Sincerely,

BRAUN INTERTEC CORPORATION



Ian D. Breitlow, PE  
Project Engineer



Philip E. Bailey, PE  
Associate Director, Senior Engineer

Attachments:  
Cost Estimate Table  
General Conditions (11/4/24)

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The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

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**Authorizer's Firm**

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**Authorizer's Signature**

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**Authorizer's Name (please print or type)**

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**Authorizer's Title**

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**Date**

# Project Proposal

**QTB214898**  
**New Prague Police Addition**

<b>Client:</b> Wold Architects and Engineers  332 Minnesota Street Suite W2000 Saint Paul, MN 55101 (651) 227-7773	<b>Work Site Address:</b> 505 5th Avenue NW New Prague, MN 56071	<b>Service Description:</b> Special Inspection and Testing Services, Building Enclosure Consulting, Observations and Testing
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	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>					
	<b>Special Inspections and Testing</b>				
<b>Activity 1.1</b>	<b>Soil Observations and Testing</b>				<b>\$13,111.00</b>
206	Excavation Observations	16.00	Hour	165.00	\$2,640.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Soil Correction	3.00	Trips	4.00	12.00
	Pre-Cast Retaining Wall	1.00	Trips	4.00	4.00
207	Compaction Testing - Nuclear	68.00	Hour	98.00	\$6,664.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Soil Correction	9.00	Trips	4.00	36.00
	Wall Backfill	4.00	Trips	4.00	16.00
	Pre-Cast Retaining Wall Backfill	4.00	Trips	4.00	16.00
1308	Nuclear moisture-density meter charge, per hour	68.00	Each	10.00	\$680.00
1861	CMT Trip Charge	23.00	Each	80.00	\$1,840.00
1318	Moisture Density Relationship (Standard), per sample	3.00	Each	185.00	\$555.00
1162	Sieve Analysis with 200 wash, per sample	2.00	Each	150.00	\$300.00
211	Proofroll Observations	4.00	Hour	108.00	\$432.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Pavement Subgrade/Subbase	2.00	Trips	2.00	4.00
<b>Activity 1.2</b>	<b>Concrete Observations and Testing</b>				<b>\$27,531.00</b>
260	Concrete/Rebar Observations	27.00	Hour	108.00	\$2,916.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Footings	5.00	Trips	1.00	5.00
	Walls	6.00	Trips	1.00	6.00
	Pads	3.00	Trips	1.00	3.00
	Monument Sign	1.00	Trips	1.00	1.00
	Drill/Epoxy Observations	3.00	Trips	4.00	12.00
261	Concrete Testing	82.50	Hour	98.00	\$8,085.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Footings	5.00	Trips	2.50	12.50
	Walls	6.00	Trips	2.50	15.00
	Pads	3.00	Trips	2.50	7.50
	Monument Sign	1.00	Trips	2.50	2.50
	Interior Slabs	7.00	Trips	3.00	21.00
	Sidewalks	5.00	Trips	3.00	15.00
	Topping	1.00	Trips	3.00	3.00
	Curb and Gutter	3.00	Trips	2.00	6.00
278	Concrete Cylinder Pick up	40.00	Hour	98.00	\$3,920.00
1861	CMT Trip Charge	53.00	Each	80.00	\$4,240.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	150.00	Each	38.00	\$5,700.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Footings	5.00	Sets	5.00	25.00
	Walls	6.00	Sets	5.00	30.00
	Pads	3.00	Sets	5.00	15.00
	Monument Sign	1.00	Sets	5.00	5.00
	Interior Slabs	7.00	Sets	5.00	35.00
	Sidewalks	5.00	Sets	5.00	25.00
	Topping	1.00	Sets	5.00	5.00
	Curb and Gutter	2.00	Sets	5.00	10.00
294	Floor Flatness Testing	15.00	Hour	115.00	\$1,725.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Interior Slabs	3.00	Trips	5.00	15.00
1794	Floor Flatness Equipment, per pour	3.00	Each	235.00	\$705.00
1861	CMT Trip Charge	3.00	Each	80.00	\$240.00
<b>Activity 1.3</b>	<b>Structural Steel Observations</b>				<b>\$3,600.00</b>

# Project Proposal

QTB214898

New Prague Police Addition

605	ICC Structural Steel Technician	24.00	Hour	125.00	\$3,000.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Bolted/Welded Connections/Decking	6.00	Trips	4.00	24.00
1664	NDE Trip charge	6.00	Each	100.00	\$600.00
<b>Activity 1.4</b>	<b>Firestopping Special Inspections</b>				<b>\$5,080.00</b>
5516	Pre-Con Meeting/Submittal Review (Includes Trip Charge)	1.00	Each	1,350.00	\$1,350.00
652	Firestopping Observations	18.00	Hour	130.00	\$2,340.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Firestopping Observations	3.00	Trips	6.00	18.00
1870	Firestopping Trip Charge	3.00	Each	85.00	\$255.00
654	Firestopping Project Manager	1.50	Hour	190.00	\$285.00
5522	Firestopping Final Report	1.00	Each	850.00	\$850.00
<b>Activity 1.5</b>	<b>Masonry Observations and Testing</b>				<b>\$3,630.00</b>
203	Masonry Observations	12.00	Hour	108.00	\$1,296.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	CMU Walls	3.00	Trips	4.00	12.00
1861	CMT Trip Charge	3.00	Each	80.00	\$240.00
1409	Compressive strength - Hollow block prisms (ASTM C 1314), per	6.00	Each	180.00	\$1,080.00
1407	Net area determination (ASTM C 140) , per specimen	6.00	Each	60.00	\$360.00
1412	Compressive strength of grout (ASTM C 1019), per specimen	6.00	Each	75.00	\$450.00
1490	Compressive strength of 2x2 mortar cube (ASTM C 109)	6.00	Each	34.00	\$204.00
<b>Activity 1.6</b>	<b>Asphalt Pavement Observations</b>				<b>\$1,758.00</b>
209	Sample pick-up	10.00	Hour	98.00	\$980.00
	<b>Work Activity Detail</b>	<b>Qty</b>	<b>Units</b>	<b>Hrs/Unit</b>	<b>Extension</b>
	Wear Course	1.00	Trips	5.00	5.00
	Non-Wear Course	1.00	Trips	5.00	5.00
1861	CMT Trip Charge	2.00	Each	80.00	\$160.00
1542	Thickness of Bituminous Core	6.00	Each	53.00	\$318.00
2680	Rice specific gravity (AASHTO T209), per sample	6.00	Each	50.00	\$300.00
<b>Activity 1.7</b>	<b>Project Management, Engineering Review, Oversight</b>				<b>\$6,120.00</b>
238	Project Assistant	8.00	Hour	90.00	\$720.00
226	Project Manager	20.00	Hour	165.00	\$3,300.00
128	Senior Engineer	3.00	Hour	200.00	\$600.00
1666	Special Inspection Final Report	1.00	Each	1,500.00	\$1,500.00
<b>Phase 1 Total:</b>					<b>\$60,830.00</b>
<b>Phase 2</b>	<b>Building Enclosure Consulting, Observations and Testing (BECx)</b>				
<b>Activity 2.1</b>	<b>Design Review (ASHRAE 90.1)</b>				<b>\$2,356.00</b>
162	Senior Consultant	8.00	Hour	185.00	\$1,480.00
163	Principal Consultant	4.00	Hour	219.00	\$876.00
<b>Activity 2.2</b>	<b>Building Enclosure Observations (ASHRAE 90.1)</b>				<b>\$8,720.00</b>
5532	Pre-Construction and Document Review	3.00	Each	672.00	\$2,016.00
5501	Building Enclosure Observation (Ea)	8.00	Each	788.00	\$6,304.00
1870	BaSS Trip Charge	8.00	Each	50.00	\$400.00
<b>Activity 2.3</b>	<b>Building Enclosure Testing</b>				<b>\$3,515.00</b>
5507	Air Barrier: Qualitative Air Leakage Testing, Bubble Gun	2.00	Each	339.00	\$678.00
5533	Window Tests: Pre-Test Meeting and Document Review	1.00	Each	672.00	\$672.00
5510	AAMA 501.2 Window Test (Ea)	2.00	Each	1,020.00	\$2,040.00
5538	RETEST/ADD'L - AAMA 501.2		Each	1,020.00	\$0.00
5150	BaSS Mobilization Charge	1.00	Each	125.00	\$125.00
<b>Activity 2.4</b>	<b>Project Management and Reporting</b>				<b>\$2,281.00</b>
5514	Window Testing Report (ea.) [one report per trip scheduled]	1.00	Each	302.00	\$302.00
5515	Final Report	1.00	Each	1,252.00	\$1,252.00
161	Project Consultant	1.00	Hour	172.00	\$172.00
162	Senior Consultant	3.00	Hour	185.00	\$555.00
<b>Phase 2 Total:</b>					<b>\$16,872.00</b>
<b>Proposal Total:</b>					<b>\$77,702.00</b>

## SECTION 1: AGREEMENT

**1.1 Agreement.** This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

**1.2 Parties to the Agreement.** The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

## SECTION 2: SCOPE OF SERVICES

**2.1 Services.** Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

**2.2 Additional Services.** Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

## SECTION 3: PERFORMANCE OF SERVICES

**3.1 Standard of Care.** Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

**3.2 Written Reports and Findings.** Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

**3.3 Observation or Sampling Locations.** Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

**3.4 Project Site Information.** Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

**3.5 Subsurface Objects.** To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

**3.6 Hazardous Materials.** Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

**3.7 Supervision of Others.** Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

**3.8 Safety.** Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

**3.9 Project Site Access and Damage.** Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

**3.10 Monitoring Wells.** To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

**3.11 Contaminant Disclosures Required by Law.** Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

## SECTION 4: SCHEDULE

**4.1 Schedule.** Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

**4.2 Scheduling On-Site Observations or Services.** To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

## SECTION 5: COST AND PAYMENT OF SERVICES

**5.1 Cost Estimates.** Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

**5.2 Payment.** Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

**5.3 Other Payment Conditions.** Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

**5.4 Third Party Payment.** Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

**5.5 Non-Payment.** If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

## SECTION 6: OWNERSHIP AND USE OF DATA

**6.1 Ownership.** All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

**6.2 Use of Project Data.** The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

**6.3 Samples, Field Data, and Contaminated Equipment.** Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

**6.4 Data Provided by Client.** Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

## SECTION 7: INSURANCE

**7.1 Insurance.** Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

**7.2 Waiver of Subrogation.** Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

**7.3 Certificate of Insurance.** Consultant shall furnish Client with a certificate of insurance upon request.

## SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

**8.1 Indemnification.** Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

**8.2 Intellectual Property.** Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

**8.3 Mutual Waiver of Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

**8.4 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

**STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.**

## SECTION 9: MISCELLANEOUS PROVISIONS

**9.1 Services Prior to Agreement.** Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

**9.2 Confidentiality.** To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

**9.3 Relationship of the Parties.** Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

**9.4 Resource Conservation and Recovery Act.** To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

**9.5 Services in Connection with Legal Proceedings.** Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

**9.6 Assignment.** This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

**9.7 Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

**9.8 Termination.** This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

**9.9 Force Majeure.** Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

**9.10 Disputes, Choice of Law, Venue.** In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

**9.11 Individual Liability.** No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

**9.12 Severability.** Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

**9.13 Waiver.** The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

**9.14 Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.