



**AGENDA FOR
REGULAR CITY COUNCIL MEETING
TUESDAY, JUNE 6, 2023 – 5:00 P.M.**

1. **Pledge of Allegiance**
2. **Call to Order**
 - Roll Call and Establishment of Quorum
3. **Approval of Agenda**
 - Council Changes
 - Staff Changes
4. **Approval of Minutes**
 - A. May 16, 2023
5. **Audience Participation** (10-minute time limit for items not on the agenda)
6. **Consent Agenda**
 - A. Approve Temporary On-Sale Liquor License – Redwood Co Ag Society
 - B. Approve City Assistance with Celebrate Redwood Falls – Summer Splash
 - C. Approve Parade Permit for Celebrate Redwood Falls – Summer Splash
7. **Scheduled Public Hearings**
8. **Old Business**
9. **Regular Agenda**
 - A. 4th Street Construction Materials Testing Agreement – Resolution #29
 - B. City Council Work Session Review (Verbal)
10. **Other Items and Communications**
 - A. Council Items
 - B. Staff Items
11. **Paid Bills and Claims – For Informational Purposes**
 - A. City of Redwood Falls Accounts Payable Summary
12. **Adjournment**

**MINUTES
REGULAR COUNCIL MEETING
CITY OF REDWOOD FALLS, MINNESOTA
TUESDAY, MAY 16, 2023**

Pursuant to due call and notice thereof, a regular meeting of the Redwood Falls City Council was called to order in the Municipal Chambers on Tuesday, May 16, 2023, at 5:00 p.m.

Roll call indicated Mayor Tom Quackenbush and Council Members Matt Smith, Denise Kerkhoff, Jim Sandgren, Larry Arentson, and John T. Buckley were present, constituting a quorum.

Also present were City Administrator Keith Muetzel, Finance Director Kari Klages, City Attorney Trenton Dammann, Public Works Project Coordinator Jim Doering, and Deputy City Clerk Caitlin Kodet.

A motion was made by Council Member Sandgren and seconded by Council Member Buckley to approve the agenda. Motion passed by unanimous vote.

A motion was made by Council Member Kerkhoff and seconded by Council Member Arentson to approve the May 2, 2023, minutes as presented. Motion passed by unanimous vote.

A motion was made by Council Member Smith and seconded by Council Member Buckley to approve the following items on the Consent Agenda.

1. Asphalt Roller Purchase
2. Electric Department Crew Cab Pickup Purchase
3. Street Department Pickup Purchase
4. Water Department Double Cab Pickup/Utility Box Purchase

Motion passed by unanimous vote.

Parks & Recreation Director Ross Nachreiner introduced Resolution No. 27 of 2023 – A Resolution Accepting A Donation To The City.

Mr. Nachreiner stated Resolution No. 27 of 2023 is to accept a financial donation in the amount of \$3,000.00 from the Redwood Area Junior Olympics Volleyball Association. The donation will be put towards the purchase of volleyball nets and various volleyball equipment that will be used jointly by the department and association. Staff is requesting approval to accept the financial donation from the Redwood Area Junior Olympics Volleyball Association.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to waive the reading of Resolution No. 27 of 2023 – A Resolution Accepting A Donation To The City. Motion passed by unanimous vote.

A motion was made by Council Member Buckley and seconded by Council Member Smith to approve Resolution No. 27 of 2023 – A Resolution Accepting A Donation To The City. Motion passed by unanimous vote.

Kathy Lund, Sr. Director of Regulatory and Customer Operations with Nuvera was present to give an update on the Nuvera Fiber Expansion Project. Nuvera is planning for a two-year build plan with the first year of construction starting June 1, 2023 and ending in December 2023. Once the new fiber is installed, customers will need to schedule in-home installations with Nuvera. Existing customers must transition to the new fiber network. Non-existing customers will need to notify Nuvera if they would like to have the new service.

Public Works Project Coordinator Jim Doering introduced the Approval of Plans and Authorization of Bid for the Fourth Street Reconstruction Project.

Mr. Doering stated the total Engineer's Estimate for construction is \$4.99 million with contingency. Per Council-approved Task Order 2023-1 on January 3, 2023, Bolton & Menk Inc. (BMI) have put together the advertisement for bids, bid specifications, and plan set for the 2023 Fourth Street Improvement Project per the scope of the Task Order 2023-1. BMI and Staff are waiting for final federal authorization to bid due to the federal grant component. Staff are recommending approval to expedite the bid process.

Mr. Doering stated the project by utility is included in the proposed 2023 budget with a project estimate of \$4,990,566.00. Expected Revenues of \$1,540,910.00 up to \$1,968,296.00 in Federal STIP funding and up to \$1,156,374.00 in State MSAS funding with a local utility match of \$1,865,896.00. The estimated project expenses consist of the anticipated construction costs, contingency, engineering, and legal/administrative costs. Upon Federal authorization, the earliest contract award would be at the June 20th Council meeting. If Federal approval is delayed, the bid wouldn't be on the Council Agenda until the following Council Meeting on July 18, 2023.

A motion was made by Council Member Sandgren and seconded by Council Member Kerkhoff to approve the plans and authorization to bid for the Fourth Street Reconstruction Project. Motion passed by unanimous vote.

City Attorney Dammann introduced Resolution No. 28 of 2023 – Authorization to Execute Contract for Conflict Prosecution Services with Redwood County.

Mr. Dammann stated Minn. Stat. Sec. 484.87, subd. 3 requires that the prosecution of certain petty misdemeanor, misdemeanor, and gross misdemeanor violations of state law be handled by the Redwood Falls City Attorney. Under certain circumstances, such as the prosecution of an alleged offense involving City employees, Council Members, or when conflicts of interest may exist that would preclude prosecution of an alleged offense by the City Attorney, the City may need to involve an outside prosecutor to provide prosecution services on behalf of the City. Staff have determined that it is best practice to have a Conflict Prosecution Attorney retained by agreement prior to the need for such services to dispel any notion of bias when selecting another attorney to perform the functions of the City Attorney as a criminal prosecutor.

Mr. Dammann stated Redwood County, through the Redwood County Attorney's Office, is willing to provide Conflict Prosecution Services as the Conflict Prosecution Attorney on an as-needed basis to the City. The Agreement memorializes the scope of work, fee arrangements, duties, and responsibilities of both parties during the term of the Agreement.

Mr. Dammann stated a sentence was added to Section III. Files and Records, after the original agreement was provided to Council. The change is regarding records retention for the Redwood County Attorney's Office, in case of an audit. The addition is not a significant change to the agreement.

Council Member Kerkhoff requested the correction of a spelling error on page three of the agreement.

A motion was made by Council Member Smith and seconded by Council Member Sandgren to waive the reading of Resolution No. 28 of 2023 – Authorization to Execute Contract for Conflict Prosecution Services with Redwood County with the noted changes. Motion passed by unanimous vote.

A motion was made by Council Member Arentson and seconded by Council Member Buckley to approve Resolution No. 28 of 2023 – Authorization to Execute Contract for Conflict Prosecution Services with Redwood County with the noted changes. Motion passed by unanimous vote.

City Administrator Muetzel introduced Agenda Item 9E – Establish City Council Work Session Agenda.

Mr. Muetzel stated the next City Council work session is scheduled for May 30, 2023. In order to prepare for the meeting and ensure adequate time is allowed for each agenda item, Staff is requesting Council formally establish the work session agenda. The following items have been suggested as agenda items:

1. Law Enforcement Update
2. Downtown Business Owners Group Update
3. Reflection Ridge Business Park Development Options
4. Golf Course Board Ownership Options

A motion was made by Council Member Kerkhoff and seconded by Council Member Smith to approve the City Council Work Session Agenda as presented. Motion passed by unanimous vote.

City Administrator Muetzel stated the wastewater system did see an increase in flow following recent heavy rains. The flow into the system prior to receiving 2.65 inches of rain was 1.3 million gallons per day. Following the rain, the flow increased to 2.4 million gallons per day. An additional 2.9 inches of rain caused the flow to increase to 3-4 million gallons per day. The increase in flow to the wastewater system following rain reiterates the need to focus on the Inflow and Infiltration inspections and increasing compliance of both public and private sanitary sewer systems.

Public Works Project Coordinator Doering stated as part of the Great Plains Natural Gas pipeline replacement project, Great Plains will be televising the City's main sewer pipes and providing the City access to the footage.

Police Chief Cotner stated there were some concerns with vehicle traffic and pedestrians crossing on Bridge Street but no major issues at the NightFalls event. NightFalls was heavily attended with an estimated 8,000 people participating throughout the three nights.

Bills and Claims were presented to the Council for informational purposes. No questions, comments or concerns were raised.

There being no further business, a motion was made by Council Member Smith and seconded by Council Member Buckley to adjourn the meeting at 5:48 p.m. Motion passed by unanimous vote.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor



Caitlin Kodet
Deputy City Clerk
Phone: 507-616-7400
Fax: 507-637-2417
ckodet@ci.redwood-falls.mn.us

AGENDA RECOMMENDATION

Meeting Date: June 6, 2023

Agenda Item: Redwood Co Ag Society (Friends of the Fair) Temporary On-Sale Liquor License Application

Recommendation/Action Requested: Approve the Redwood Co Ag Society (Friends of the Fair)
4-Day Temporary On-Sale Liquor Application

Summary/Overview:

The Redwood Co Ag Society (Friends of the Fair) has completed the necessary application process for a 4-day temporary on-sale liquor license including the required certificate of liquor liability insurance.

The Redwood County Fair will be held at the fairgrounds and racetrack located at 201 N Dekalb St. for a total of 4-days starting Thursday, July 13 and ending Sunday, July 16, 2023. Staff recommends approval.



Ross Nachreiner
 Redwood Falls Parks & Rec Director
 Phone: 507-616-7444
 Fax: 507-644-2199
 rnachreiner@ci.redwood-falls.mn.us

Council Meeting: Tuesday, June 6th, 2023

Agenda Item: Celebrate Redwood Falls – Summer Splash 2023

Date: Thursday, June 1st

Summary/Overview:

The Celebrate Redwood Falls Committee will be hosting the annual Summer Splash Event on Friday, June 23rd & Saturday, June 24th, 2023, at Memorial Athletic Complex.

City of Redwood Falls staff have met and will continue to meet with the Celebrate Redwood Falls Committee as they plan for these community events.

Staff is recommending to the City Council the following assistance and waiving of rental fees for the Celebrate Redwood Falls events:

Community Parade: Friday, June 23rd, 2023: Starting at 7:00p

- Similar route as in the past except they will be using 5th St. vs. 4th St. due to construction project. Use of barricades and staff to set-up prior to event and tear down when event is over.

Summer Splash: Saturday, June 24th, 2023

- Annual Pool Party from 4:00p-7:00p – (waiving the fee of the pool party as well as any individual usage fees during that time).
- Use of Memorial Athletic Complex for fireworks (10p) & various games throughout the day.
- Use of city owned cones, barricades, & picnic tables.

The activities listed above are ones that reflect usage of city property. The committee has other events planned during the Summer Splash celebration weekend and can be found on their website and Facebook page.

Attachments: *Parade Route & Schedule of Events*

37th Annual

Redwood Falls Community Parade

Friday, June 23, 2023 - 7:00PM



6:00pm parade check in begins at the library

For more information:
Cindy LaBrie (425) 941-0197
contactus@celebrateredwoodfalls.com

June 23-25

Summer Splash



Redwood Falls

2023 Summer Splash Schedule of Events

Day	Time	Activity	Location	End
F r i d a y	6:00pm	Food Stand	Memorial Park	10:00pm
	7:00pm	Redwood Falls Community Parade	Library to Memorial Field	8:00pm
	7:30pm	Family Fun Night - after the parade! Food Stand St John's Free Rootbeer Floats All Ages Inflatables & More!	Memorial Park	
S a t u r d a y	4:00pm	City of Redwood Falls Free Pool Party	Aquatic Center	7:00pm
	6:00pm	Fun in the Sun Food Stand All Ages Inflatables & More!	Memorial Park	
	10:00pm	Ball Field Blast Fireworks sponsored by Jackpot Junction Casino & Hotel	Memorial Park	10:30pm
S u n	8:00am	Rotary Fly-in Pancake Breakfast	Redwood Falls Airport	12:00pm

AGENDA RECOMMENDATION

Meeting Date: June 6, 2023

Agenda Item: Parade Permit for the Celebrate Redwood Falls Summer Splash Event

Recommendation/Action Requested:

Celebrate Redwood Falls has completed the necessary application process and submitted an approved parade route. The parade will be part of this year's annual Redwood Falls community events. The parade will be starting on Friday, June 23, 2023, at 7:00 p.m. Staff recommends approval.

Attachment: Parade Route

37th Annual

Redwood Falls Community Parade

Friday, June 23, 2023 - 7:00PM



6:00pm parade check in begins at the library

For more information:
Cindy LaBrie (425) 941-0197
contactus@celebratedredwoodfalls.com

Meeting Date: June 6, 2023

AGENDA RECOMMENDATION

Agenda Item: Resolution No. 29 of 2023 – Authorization to Execute Agreement for Professional Services

Recommendation/Action Requested: Read the proposed Resolution or make a motion to waive the reading of the Resolution. Discuss the proposed Resolution. If there are no concerns, adopt the proposed Resolution by motion in accordance with Chapter 4 of the City Charter.

Summary/Overview: Resolution No. 29 of 2023 is to approve the agreement for professional services provided by Braun Intertec Corporation of St Cloud, MN to provide construction materials testing services for the 4th Street Reconstruction Project **contingent** on the successful bidding and award of the project. The cost for services outlined in the attached agreement are unit based and not to exceed \$63,543.00. Braun Intertec Corporation has been apprised of the long duration to get the 4th Street Improvement Project out for bid and has by email agreed to honor this initial quote.

It is required by the Federal and State grant dollars that fund the project, for the owner to provide the Quality Assurance (QA) and Quality Control (QC) in addition to the awarded contractor. The QAQC report is subject to a federal audit. Braun Intertec Corporation has provided this service in the past for the City of Redwood Falls.

American Engineering and Testing (AET) was also asked to provide a quote for QAQC services that meet Federal reporting requirements. The quote furnished does not meet what is federally required by the owner. The quote pertains to the basic testing a contractor would need to provide for a non-grant funded project and is subsequently priced less. The AET bid is provided in your packet as proof that two quotes were obtained.

Attachments: Resolution No. 29 of 2023
Braun Intertec, Proposal

RESOLUTION NO. 29 OF 2023

**AUTHORIZATION TO EXECUTE
AGREEMENT FOR PROFESSIONAL SERVICES**

WHEREAS, the City of Redwood Falls is authorized to enter into an agreement for services with Braun Intertec of St Cloud, MN pursuant to Minnesota Statutes Section 412.221, subd. 2 for the benefit of its citizens; and

WHEREAS, the Federal and State Grant dollars being used for the 4th Street Improvements Project require the owner to contract with a testing firm to perform the Quality Control and Quality Assurances for the project that is subject to Federal audit; and

WHEREAS, Braun Intertec Corporation (“Braun Intertec”) has provided a complete quote in the form of a unit price proposal that is not to exceed \$63,543.00 without Council approval and is considered a sole source provider due to previous work history with the Gould Street Improvement Project and has demonstrated expertise with Federal grant audits; and

WHEREAS, one other quote was received from American Engineering and Testing (“AET”), however that quote did not meet Federal requirements; and

WHEREAS, staff recommends acceptance of the proposal and the award of the contract to Braun Intertec upon the contingency of the successful bid and award by Council of the 4th Street Improvements Project SP 207-119-001; and

WHEREAS, the Quality Assurance Testing is eligible for Municipal State Aid reimbursement; and

FURTHERMORE, the Mayor or City Administrator are authorized to execute the agreement, any amendments, and negotiate changes in scope on behalf of the City of Redwood Falls, and the Public Works Project Coordinator shall be listed as the Project Representative on behalf of the City of Redwood Falls.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF REDWOOD FALLS, MINNESOTA, AS FOLLOWS:

1. The quote and corresponding contract described above are approved and executed in the form submitted to the City Council and made a part of this resolution by reference contingent upon the successful bid and award by Council of the 4th Street Improvements Project SP 207-119-001.

BE IT FURTHER RESOLVED that the City Council of the City of Redwood Falls, Minnesota, approves the request contingent upon compliance with all the requirements of the Minnesota State Statutes.

PASSED AND ADOPTED by the City Council of the City of Redwood Falls, Minnesota this 6th day of June 2023.

ATTEST:

Keith Muetzel
City Administrator

Tom Quackenbush
Mayor

(City Seal)

Subscribed and sworn to before me this
_____ day of _____, 2023.

Notary Public

March 28, 2023

Proposal QTB175155

Mr. Jim Doering
City of Redwood Falls
333 South Washington Street
Redwood Falls, MN 56283

Re: Proposal for Construction Materials Testing Services
4th Street Improvements
Trunk Highway 71 to Gould Street
SP 207-119-001
Redwood Falls, Minnesota

Dear Mr. Doering:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the 4th Street Improvements project in Redwood Falls, Minnesota.

Since our inception in 1957, we have grown into one of the largest employee-owned engineering firms in the nation. With more than 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

We understand this project will include reconstruction of 4th Street from TH 71 to Gould Street. The construction will consist of new concrete curb and gutter, sidewalk, and driveways along with a new bituminous pavement. Improvements to the sanitary sewer, storm sewer, and water main utilities will also be part of this project.

This project is a City of Redwood Falls project with federal funding. Projects that are constructed with federal funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2020 Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Bolton & Menk, Inc., dated February 24, 2023. Project specifications were not provided at the time of our proposal.

To our knowledge, no geotechnical report was prepared for this project.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base
- Concrete Field
- Concrete Plant
- Bituminous Plant
- MnDOT or ACI Strength Testing

Accredited Laboratory

In the 2020 Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the state. With Braun Intertec's Metro Material Laboratory typically operating 24 hours a day, laboratory test results are delivered in a timely manner.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on sub-grade, embankment, and utility backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform moisture content tests at time of compaction on backfill and Class 5 aggregate base.

- Perform gradation tests on stabilizing aggregate, select granular borrow, and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates. Perform concrete plant monitoring per MnDOT 2461 specification.
- Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MnDOT 2461 specification.

Bituminous Related Services

- Perform bituminous plant inspections which includes periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests. Perform bituminous plant monitoring per MnDOT's 2360 specification.
- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.
- Randomly determine bituminous core locations by using MnDOT's random core worksheet and mark pavement core locations.

- Observe the contractor coring and core testing in accordance with MnDOT 2360 specification, which include watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification. Review incentive and disincentive sheets completed by contractor.

MnDOT Independent Assurance (IA)

On Federal funded projects, MnDOT requires one of their IA personnel observe the QC/QA representative performing soil, concrete and bituminous tests. We will schedule the IA visits as required for Braun Intertec Personnel.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Completed IA Summary Report.
- Moisture, Density, DCP, Proctor and Gradation tests.
- Concrete mix designs.
- Concrete compressive strength results.
- Concrete batch plant inspection field forms.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Bituminous mix designs.
- Bituminous batch plant inspection field forms.

- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Random core log location worksheets.
- Completed density incentive/disincentive worksheets.
- Copies of concrete and bituminous plant certifications.

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:

- It will take seven trips to complete the nuclear density gauge testing on this project.
- Compaction testing on aggregate base will be performed using the Dynamic Cone Penetration (DCP) method; a minimum of five tests will be conducted each trip with three trips assumed.
- 21 sets of concrete tests will be required to complete the project.
- One coarse aggregate and one fine aggregate sample will be collected for each concrete batch plant inspection.
- The ready-mix concrete for this project will come from one ready mix plant.
- Bituminous paving will be completed in four days for this project.
- MnDOT will calibrate and certify the ready-mix concrete plant.
- The project on-site construction observer will observe the test rolling for this project.
- The project engineer of record will review and approve the contractor's quality control submittals and test results.
- 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.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$63,543**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also 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 4:00 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 of 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 Keith Kluempke at 320.980.3181 (kkluempke@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Keith J. Kluempke
Project Manager



Philip E. Bailey, PE
Business Unit Leader, Senior Engineer



Thomas L. Henkemeyer
Senior Project manager

Attachments:

Cost Estimate Table
General Conditions – CMT (1/1/18)

c: Shane Travlich, Bolton & Menk, Inc.
Owen Todd, Bolton & Menk, Inc.

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB175155

Redwood Falls 4th Street Improvements - SP 207-119-001

Client: City of Redwood Falls Jim Doering 333 South Washington Street Redwood Falls, MN 56283 (507) 637-5755	Work Site Address: 4th Street Redwood Falls, MN	Service Description: Construction Materials Testing
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	Description	Quantity	Units	Unit Price	Extension
Phase 1	MnDOT Testing				
Activity 1.1	Soil Testing				\$8,722.50
207	Compaction Testing - Nuclear	35.00	Hour	85.00	\$2,975.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Utilities, Storm, Sanitary, Water Main	5.00	Trips	5.00	25.00
	Granular Borrow	2.00	Trips	5.00	10.00
1308	Nuclear moisture-density meter charge, per hour	35.00	Each	26.00	\$910.00
217	Compaction Testing - DCP's	18.00	Hour	85.00	\$1,530.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	3.00	Trips	6.00	18.00
209	Sample pick-up	4.50	Hour	85.00	\$382.50
1318	Moisture Density Relationship (Proctor)	2.00	Each	192.00	\$384.00
1162	Sieve Analysis with 200 wash, per sample	1.00	Each	135.00	\$135.00
1688AG	Percent Crushed, Aggregate Base, per sample	1.00	Each	90.00	\$90.00
1226	Topsoil Testing without nutrients, per sample	1.00	Each	336.00	\$336.00
1861	CMT Trip Charge	11.00	Each	180.00	\$1,980.00
Activity 1.2	Concrete Testing				\$35,275.50
261	Concrete Testing	115.50	Hour	85.00	\$9,817.50
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	10.00	Trips	5.50	55.00
	Curb & Gutter	6.00	Trips	5.50	33.00
	Driveway Aprons	5.00	Trips	5.50	27.50
278	Concrete Cylinder Pick up	63.00	Hour	85.00	\$5,355.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	14.00	Trips	4.50	63.00
1364	Compressive strength of concrete cylinders, per specimen	63.00	Each	31.00	\$1,953.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	10.00	Set	3.00	30.00
	Curb & Gutter	6.00	Set	3.00	18.00
	Driveway Aprons	5.00	Set	3.00	15.00
215	Concrete Ready Mix Plant Monitoring	70.00	Hour	105.00	\$7,350.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	5.00	Trips	7.00	35.00
	Curb & Gutter	3.00	Trips	7.00	21.00
	Driveways	2.00	Trips	7.00	14.00
1162CO	Sieve Analysis, per sample	20.00	Each	135.00	\$2,700.00
1861	CMT Trip Charge	45.00	Each	180.00	\$8,100.00
Activity 1.3	Pavement Testing				\$10,390.00
222	Bituminous Verification Testing	48.00	Hour	105.00	\$5,040.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Monitoring	4.00	Trips	12.00	48.00

Project Proposal

QTB175155

Redwood Falls 4th Street Improvements - SP 207-119-001

2689	MnDOT Bituminous Verification, per sample	4.00	Each	700.00	\$2,800.00
221	Bituminous Coring	10.00	Hour	105.00	\$1,050.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Mark & Observe Contractor Coring & Testing	1.00	Trips	10.00	10.00
1542	Thickness and Density of Bituminous Core	10.00	Each	60.00	\$600.00
1861	CMT Trip Charge	5.00	Each	180.00	\$900.00
Activity 1.4	Project Management				\$9,155.00
226	Project Manager	36.00	Hour	165.00	\$5,940.00
1230	MnDOT Final Report	1.00	Each	1,500.00	\$1,500.00
228	Senior Project Manager	1.00	Hour	185.00	\$185.00
238	Project Assistant	18.00	Hour	85.00	\$1,530.00
Phase 1 Total:					\$63,543.00

Proposal Total:	\$63,543.00
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Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

Mr. Jim Doering
City of Redwood Falls
333 S. Washington St.
P.O. Box 526
Redwood Falls, MN 56283



RE: Proposal for Construction Testing Services
4th Street Reconstruction
Redwood Falls, Minnesota
AET #P-0020776

Dear Mr. Doering:

Thank you for the opportunity to respond to your request for a proposal to perform engineering observations and testing services on the referenced project. American Engineering Testing, Inc., (AET) is pleased to provide this letter which presents our anticipated scope of services, our unit rates, and an estimated total cost to perform these services.

Geotechnical Information

A geotechnical exploration program and analysis was performed for this project by AET. The results were presented in our Report of Geotechnical Exploration and Review, dated January 26, 2023, (AET #P-0018196). Reference should be made to the report and letter for more detailed information and recommendations.

Project Information

We understand the proposed construction will consist of reconstructing and resurfacing a portion of 4th Street in the City of Redwood Falls, Minnesota.

Scope of Services

Based on discussions with you, and our review of the available plans and specifications, our anticipated scope of services is outlined below.

Soil Testing

During placement of fill in the pavement areas, and the utility excavations, an Engineering Technician will visit the site on an intermittent basis to test the fill. The Engineering Technician will perform the following services:

- Compaction tests to evaluate the fill density using the sand cone or the nuclear density method.
- Standard Proctor tests for every different type of fill used.
- Sieve analysis tests of sand fill and Class 5 aggregate base.
- Dynamic Cone Penetrometer (DCP) Testing.

A final report will be issued presenting the results of our excavation observations. Periodic reports will also be issued presenting the results of our soil compaction testing.

1603 Halbur Road | Marshall, MN 56258

Phone (507) 532-0771 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

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Concrete Testing

Personnel from AET will perform testing of concrete on an intermittent basis, when requested by the Contractor. These services will be performed by MN/DOT certified Engineering Technicians. Our services will include the following:

- Document that the correct mix is delivered to the site by reviewing the delivery slips.
- Test the slump of the concrete.
- Test the air content of the concrete.
- Measure the temperature of the concrete.
- 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. The results of our observations will be provided in formal reports that are issued periodically.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Project specifications require that one set of cylinders be cast for every 100 cubic yards of each type of concrete placed each day. Each set will consist of four cylinders; one of which will be tested after 7 days and three which will be tested after 28 days. AET will also pick up the cylinders from the site and return them to our laboratory for testing. The results of our compressive strength testing will be presented as they become available.

Bituminous Subgrades and Pavement Testing

During or after final grading of the pavement subgrade soils, AET personnel will also observe proof-rolling of the pavement subgrade soils. These observations will be performed by an Engineering Assistant on an intermittent basis. Our scope of services will include the following:

- Observe the reaction/stability of the pavement subgrade soils as they are proof-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.
- Present the results of our observations in a written report.

After placement of the Class 5 aggregate base, an Engineering Technician from our firm will test the compaction of these materials. The results will be compared to the Standard Proctor maximum dry density. The Engineering Technician will also measure the thickness of the Class 5 at the test locations.

At the start of placement of the bituminous base and wear layers, an Engineering Technician will be at the site on an intermittent basis for observations and testing. The technician will perform the following services:

- 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.



The samples retrieved from the site will be tested in our laboratory for the following:

- Gyratory density and Rice specific gravity.
- Asphalt extraction and aggregate gradation.

After the completion of the paving, we will remove cores from the finished surface (including the wear course and base course). Based on the size of the parking lot, we recommend a minimum of (#) core samples be taken. After the cores are removed, they will be returned to our laboratory for testing. This testing will include the following:

- The thickness of each layer of the core sample.
- The density of each layer of the core sample.
- Determination of the percent of Marshall density of each layer of the core sample.

The results of our field and laboratory testing will be presented in a written report at the completion of our services.

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, are based on our past experience with similar projects. Our estimated total cost will be \$28,738.00. We refer you to the attached Fee Schedule tabulation for an itemization of how we arrived at this estimated cost.

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 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 Master Service Agreement, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

Acceptance

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

Proposal for Construction Materials Testing
4th Street Reconstruction, Redwood Falls, Minnesota
March 3, 2023
AET Report No. P-0020776



General Remarks

If you have any questions regarding this proposal, or if we can be of further assistance, please call me at (507) 532-0771.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tom James'.

Tom James
Manager – Marshall
Phone: (507) 532-0771
Fax: (651) 659-1379
tjames@amengtest.com
Attachments:
Fee Schedule Tabulation
Service Agreement

CC: Shane Traulich and Owen Todd, Bolton & Menk, Inc.

Authorized Client Representative:

Signature: _____

Printed Name: _____

Company: _____

PO No./Project No.: _____

Invoice email: _____

Date: _____



PROJECT TESTING SERVICES FEE SCHEDULE
 4TH STREET RECONSTRUCTION
 BETWEEN HWY 67/71 AND GOULD ST
 REDWOOD FALLS, MINNESOTA
 AET PROPOSAL No. P-0020776



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<i>Compaction Testing</i>			
MnDOT Soil Density Testing - Technician II for soil compaction testing, DCP testing and reporting. Personal or company vehicle mileage.	25 hours	\$98.00	\$2,450.00
	800 miles	\$1.00	\$800.00
	Section Subtotal:		\$3,250.00
<i>Concrete Testing & Concrete Plant Monitoring</i>			
MnDOT Concrete Testing - Technician II for testing of concrete and plant monitoring. Personal or company vehicle mileage.	80 hours	\$98.00	\$7,840.00
	2400 miles	\$1.00	\$2,400.00
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" or 6" x 12" concrete test cylinders (includes handling of non-tested cylinders).	120 cyls.	\$35.00	\$4,200.00
	Section Subtotal:		\$14,440.00
<i>Bituminous Paving</i>			
MnDOT Bituminous Plant Monitoring - Technician II for bituminous plant monitoring. Personal or company vehicle mileage.	36 hours	\$98.00	\$3,528.00
	480 miles	\$1.00	\$480.00
ASTM D2726 Density of Bituminous - In Place thickness and density tests of bituminous core samples.	12 cores	\$50.00	\$600.00
Gyratory Mix Properties (MnDOT Suite of Tests) of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyratory Density test.	6 tests	\$515.00	\$3,090.00
	Section Subtotal:		\$7,698.00
<i>Laboratory Work</i>			
ASTM D698 Standard Proctor	8 tests	\$175.00	\$1,400.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	15 tests	\$130.00	\$1,950.00
	Section Subtotal:		\$3,350.00
ESTIMATED BUDGET			\$28,738.00

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” 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 or changes are made 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 of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET’s Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

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

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

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET’s opinions, conclusions and recommendations are qualified to that extent.

1.10 – 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.

1.11 – 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 – ON CALL SERVICES

2.1 - If AET’s Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET’s opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours’ notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

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

3.2 – 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.

3.3 – 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.

3.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET’s measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. 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.

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

SECTION 5 - SAMPLES

5.1 - 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.

5.2 - 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 6 - 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 7 - STANDARD OF CARE

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

SECTION 8 - INSURANCE

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

8.1 –

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

8.2 - 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.

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

8.4 - 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.

8.5 - **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.**

8.6 - 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.

8.7 - 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 9 - 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 10 - PAYMENT, INTEREST AND BREACH

10.1 - 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.

10.2 - 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.

10.3 - 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.

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

SECTION 11 - 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 and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 12 - MEDIATION

12.1 - 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.

12.2 - 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 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 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 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

14.2 - 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.

14.3 - 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.

14.4 - 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 15 - 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 16- 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 17 - LIMITATION OF LIABILITY

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

SECTION 18 - 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 19 - TERMINATION

After 7 days' written notice, either party may elect to terminate work 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 20 - 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 21 - 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 22 - ENTIRE AGREEMENT

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

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
AMERICAN ENGINEERING TESTING, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
550 CLEVELAND AVE. N.

6 City, state, and ZIP code
ST. PAUL, MN 55114

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ▶ *[Handwritten Signature]* Date ▶ **1/1/23**

General Instructions

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

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

Purpose of Form

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

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

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

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



AMERCON-12

KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER License # 20443386 Hub International Great Plains 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross	
	PHONE (A/C, No, Ext): (651) 288-5137	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
INSURER B: The Travelers Indemnity Company of America		25666
INSURER C: Travelers Property Casualty Company of America		25674
INSURER D: The Travelers Indemnity Company		25658
INSURER E: Continental Casualty Company		20443
INSURER F:		

INSURED

AMERICAN CONSULTING SERVICES INC
 AMERICAN ENGINEERING TESTING INC
 AMERICAN PETROGRAPHIC SERVICES INC
 550 CLEVELAND AVE N
 ST PAUL, MN 55114-1804

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER ILLUSTRATION CERTIFICATE	CANCELLATION 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 