



STAFF REPORT

DATE: January 5, 2021

CONSENT

AGENDA ITEM: Geotechnical Services for City Hall Improvements

SUBMITTED BY: Kristina Handt, City Administrator

BACKGROUND:

As part of the new city hall/fire station project, soil borings will need to be taken at the Brookfield site in order to help plan for the building of the expansion. Leo A Daly solicited proposals from firms for geotechnical investigation services.

ISSUE BEFORE COUNCIL:

Who should the Council award a contract to for geotechnical services for the City Hall improvements?

PROPOSAL:

Included in your packet is a summary of the proposals and recommendation from Leo A Daly to award the contract to AET for \$11,950. Proposals were received from AET, NTI and Braun Intertec.

FISCAL IMPACT:

\$11,950 will be charged against the city hall/fire station building project. The city will cash flow the costs until bonds are issued in summer/fall of 2021.

OPTIONS:

- 1) Award the contract to AET
- 2) Award the contract to one of the other bidders
- 3) Do not award a contract

RECOMMENDATION:

If removed from the consent agenda:

“Motion to award contract to AET for Geotechnical Investigation Services in an amount not to exceed \$11,950.”

ATTACHMENTS:

- Email from Todd LaVold
- AET proposal
- NTI proposal
- Braun Intertec Proposal

From: [LaVold, Todd](#)
To: [Kristina Handt](#)
Cc: [Myers, Benjamin](#)
Subject: Lake Elmo - GeoTech Services
Date: Wednesday, December 30, 2020 5:12:40 PM
Attachments: [Geotechnical Investigation RFP- Lake Elmo City Hall.pdf](#)
[20-23486 Lake Elmo City Hall Addition Geotechnical Proposal AET 2020-12-30.pdf](#)
[Geotechnical Services Proposal - Lake Elmo City Hall Improvements.pdf](#)
[Proposal - Lake Elmo City Hall Additions.pdf](#)

Caution: This email originated outside our organization; please use caution.

Kristina,

We received three quotes.

- AET was the low bid. Their total linear feet of borings was less than NTI's proposal and our RFP requirements, however we spoke with AET about their discrepancy and feel comfortable with their ability to adjust the boring depths to meet the intent of the RFP requirements at no additional cost.
- NTI did not include the requested percolation testing. This would be an additional cost to NTI's proposal.

Therefore we recommend approving AET's contract for \$9,950 + 2,000 for a total of \$11,950.

Please give me a call if you have any questions.

LEO A DALY



Todd B. LaVold, AIA
Associate, Project Manager

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PLANNING ARCHITECTURE ENGINEERING INTERIORS



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· GEOTECHNICAL
· CONSTRUCTION MATERIALS
· ENVIRONMENTAL
· BUILDING TECHNOLOGY
· PETROGRAPHY/CHEMISTRY

December 30, 2020

LEO A DALY
730 Second Avenue South, Suite 1300
Minneapolis, MN 55402

Attn: Mr. Jared Jones, PE
jfjones@leoadaly.com

RE: Proposal for Geotechnical Services
Lake Elmo City Hall Additions
3880 Laverne Avenue North
Lake Elmo, Minnesota
AET Proposal No. 20-23486

Dear Mr. Jones:

American Engineering Testing, Inc. (AET) is pleased to offer services to LEO A DALY (hereafter referred to as the Client), on behalf of the City of Lake Elmo, for conducting geotechnical exploration services related to the building additions and site improvements project at the Lake Elmo City Hall. This proposal has been prepared in response to your Request for Proposal (RFP) received on December 21, 2020.

PROJECT INFORMATION

Based on the information contained with the provided RFP, AET understands LEO A DALY is preparing a pre-development package for the project that will likely include additions of 9,315 square feet for the Lake Elmo City Hall council chambers and 22,300 square feet for fire apparatus bays/public safety areas at an existing commercial building site that will be renovated into the future City Hall building. The additions will generally be north of the existing building but may also be east and south of the existing building. Based on the locations of your proposed soil borings in the existing parking lot, there will presumably be stormwater improvements below and west of the existing parking lot. The building additions will likely have 2 stories above-grade to match the existing building. There will be no below-grade levels. The additions will be constructed of insulated precast concrete wall panels with a steel frame, joists and metal roof deck. Column loads of 75 kips, wall loads of less than 7 kips per lineal foot and slab loads of 175 pounds per square foot are anticipated.

SCOPE OF SERVICES

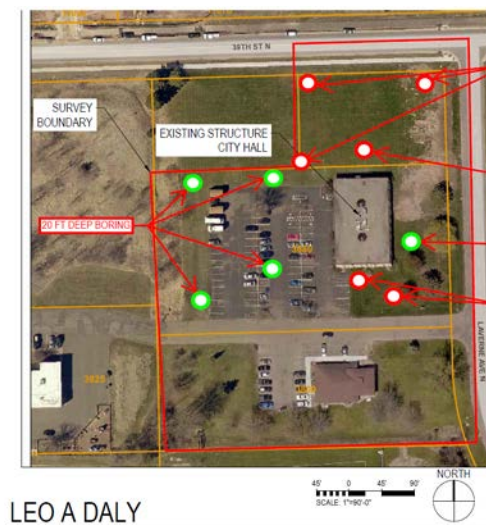
Field Exploration

Based on our review of the RFP information and our discussion with Ben Myers of LEO A DALY, we propose the following scope of services:

- Mark the boring locations by taping from existing structure and/or site features.
- Arrange clearance of underground public utilities.

- Perform 11 standard penetration test (SPT) borings to a nominal depth of 20 feet in the building addition areas and in the existing parking lot (220 feet). See Figure 1 below.
- Collect groundwater level readings the day after drilling at various areas on the site.
- Backfill the boreholes.
- Obtain GPS coordinates of the as-drilled soil boring locations and measure their ground surface elevations relative to a nearby benchmark chosen by the client.

Figure 1: Boring Locations



The borings will be drilled using hollow stem augers or by rotary mud drilling, and sampling conducted by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, “blows per foot”), preliminary soil classification, and observed groundwater levels. For the borings, we will collect samples at 2 ½ foot intervals to the 10-foot depth and then at 5-foot intervals to the planned termination depth. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification.

We will backfill the boreholes to comply with State requirements. Even after backfilling, some sloughing of the backfill may occur resulting in a potential tripping hazard to pedestrians. We assume that LEO A DALY will arrange for backfill and repair of any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

We will attempt to minimize damage to the ground surface; however, accessing the boring locations may leave ruts in the ground. We assume that LEO A DALY will arrange any site restoration work. We have not included a fee for site restoration, or for snow removal in our cost estimate.

We assume an all-terrain drill rig will be needed access the drilling locations. If required for access, snow plowing to access the site will be billed as an extra charge; or the owner (Lake Elmo Public Works) can clear snow.

Underground Utilities

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **Gopher State One Call states that the property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

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

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

Laboratory Testing

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. If we encounter cohesive soil, we will test selected samples for moisture content.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs. We will also perform at least 2 Miller Box resistivity tests to estimate corrosion potential, at least 2 gradations to estimate engineering properties, and at least 2 dry density/unconfined compressive strength tests (if clay soils are present) to determine foundation strength properties. Other tests will be performed as needed depending on the conditions encountered to meet the requests listed in the RFP.

Geotechnical Report

We will prepare an engineering report in which we will present logs of the test borings, laboratory test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations regarding the following:

- Grading procedures to prepare the building for structural support, including comments on the suitability of the on-site soils for reuse as fill and corrosion potential.
- Foundation types and depths, including allowable soil bearing capacity, estimates of foundation settlement, and at-rest and passive lateral pressures, and coefficient of friction to resist sliding.
- Seismic site characteristics
- Backfilling procedures, including material types and compaction requirements.
- Ground floor slab support, including recommendations on the need for a vapor or capillary water barrier.
- Preparation of the subgrade for pavements.
- Bituminous pavement section thickness designs based on an assumed R-value.
- Portland Cement Concrete pavement recommendations and K-value and CBR
- Recommendations for support of new utilities.
- Comments on other items which may affect final performance or constructability, such as groundwater control, frost heave and drainage considerations.

Deeper borings, if needed, as well as deep foundation design recommendations are not included in this scope. If conditions require deeper borings and pile recommendations, we will contact you prior to proceeding with these additional services. Once the final building design is established, AET should be contacted to evaluate the recommendations presented in the report. Additional subsurface exploration may be needed, and recommendations may need to be modified prior to finalizing the design.

FEES

For the scope of services described above, fees will be charged on a Lump Sum basis. Our approximate cost breakdown for the project is as follows:

Staking / Site Assessment and Utility Locates	\$ 500.00
Geotechnical Field Services	\$ 7,000.00
Laboratory Testing and Boring Logs	\$ 950.00
Final Report and Recommendations Preparation	<u>\$ 1,500.00</u>
TOTAL	\$ 9,950.00

We will establish a \$9,950.00 as a not-to-exceed lump sum fee, with additional drilling beyond a total lineal footage of about 220 feet performed at a cost of \$25.00 per foot for borings drilled up to 50 feet below grade, and \$30.00 per foot for boring advancement from 50 to 75 feet below grade.

For the additional services requested within the RFP to perform percolation testing on a total of two (2) stormwater management locations to determine the infiltration rate of the soil, **we can provide these services at an additional cost of \$2,000.00 as a not-to-exceed lump sum fee**. This cost does not include any excavations required to attain bottom of basin elevations or to keep soil and equipment from freezing during testing, should winter condition exist at time of requested additional services.

In the event the scope of our services needs to be revised (for example, additional or deeper borings, or additional field or laboratory testing), we will review such scope adjustments and the associated fees with LEO A DALY before proceeding.

PERFORMANCE SCHEDULE

AET will complete the Geotechnical Evaluation and report within five to six weeks of receiving authorization to proceed, assuming we encounter no access problems related to the field work.

This proposal is valid for a period of 60 days from the date issued, after which our fees could be subjected to review and possible escalation.

MINNESOTA DEPARTMENT OF HEALTH FEES

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:

Property Owner's mailing address:

TERMS AND CONDITIONS

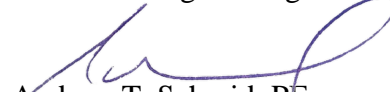
All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures' and third-party beneficiaries.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

ACCEPTANCE

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

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

Sincerely,
American Engineering Testing, Inc.



Andrew T. Schmid, PE
Principal Engineer
Phone: (651) 523-1274
Email: aschmid@amengtest.com



Ryan T. Menter, P.E.
Senior Engineer
Phone: (651) 789-4671
Email: rmenter@amengtest.com

Attachments: Service Agreement
 Certificate of Insurance
 W9

LEO A DALY – Lake Elmo City Hall Additions; Lake Elmo, Minnesota
AET Proposal No. 20-23486
December 30, 2020
Page 7 of 7

AET PROPOSAL No. 20-23486

ACCEPTANCE AND AUTHORIZATION

Signature: _____

Date: _____

Typed/Printed Name: _____

Company: _____

Initial to authorize Geotechnical Evaluation (\$9,950.00) _____

Initial to authorize Additional Services (\$2,000.00) _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries.

AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order 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.

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, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

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

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

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

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

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

1.8 - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

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

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

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

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

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

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

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

SECTION 4 - CONTAMINATION

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

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

SECTION 5 - SAFETY

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

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

SECTION 6 – SAMPLES

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

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

SECTION 7 - PROJECT RECORDS

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

SECTION 8 - STANDARD OF CARE

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

SECTION 9 - INSURANCE

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

9.1 – AET maintains the following insurance coverage and limits of liability:

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

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

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

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

9.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and 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 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.

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

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

SECTION 10 - DELAYS

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

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

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

11.3 – AET reserves the right to secure 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.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides 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 if AET's fees are approaching the proposal amount 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 ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 13 - MEDIATION

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

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

SECTION 14 - LITIGATION REIMBURSEMENT

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

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

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

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

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

SECTION 16 - NON-SOLICITATION

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

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

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

SECTION 19 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate this Agreement on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 20 - 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 21 - TERMINATION

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

SECTION 22 - 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 23 - 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 24 - 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 previous 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.



AMERCON-12

KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2019

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 HUB International Mountain States Limited 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	
INSURER A : The Phoenix Insurance Company	
NAIC #	
25623	
INSURED AMERICAN CONSULTING SERVICES INC dba AMERICAN ENGINEERING TESTING INC AM PETROGRAPHIC SERVICE 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	INSURER B : The Travelers Indemnity Company of America
	INSURER C : Travelers Property Casualty Company of America
	INSURER D : The Travelers Indemnity Company
	INSURER E : Continental Casualty Company
	INSURER F :
25666	
25674	
25658	
20443	

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			P630539K8896PHX20	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			8102L6457121943G	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP3K2260091943	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB9H9151011943G	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2020	1/1/2021	EACH CLAIM 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2020	1/1/2021	AGGREGATE 15,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

ILLUSTRATION CERTIFICATE

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

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

American Engineering Testing, Inc.

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

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

☐ 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 Avenue North

6 City, state, and ZIP code

Saint Paul, MN 55114

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

4 1 - 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Phillip [Signature]

Date ►

1/1/20

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



NTI[™]
NORTHERN
TECHNOLOGIES, LLC

917 Lone Oak Road, Suite 400
Eagan, MN 55121
P: 651.389.4191 F: 651.389.4190
www.NTIgeo.com

Unearthing confidence[™]

December 30, 2020

City of Lake Elmo
3880 Laverne Avenue North
Lake Elmo, Minnesota 55042

c/o Leo A Daly
Attention: Mr. Jared Jones, P.E.
730 Second Avenue South, Suite 1300
Minneapolis, Minnesota 55402

RE: Proposal for Geotechnical Services
Lake Elmo City Hall Improvements
Lake Elmo, Minnesota
NTI Proposal P0713

We are pleased to submit our proposal to perform Geotechnical Services for the above referenced project. The purpose of this study is to collect representative soil samples, analyze the subsurface soil and groundwater conditions, and to furnish a detailed geotechnical engineering report with detailed design and construction recommendations for the project.

The proposed project consists of the expansion and remodeling of the Brookfield office building with the addition of fire apparatus bays and council chambers. NTI understands the design is likely to include approximately 9,315 square feet of City hall space and approximately 22,300 square feet of Fire and Public Safety space, including 6 apparatus bays.

SCOPE OF WORK

The following is our proposed work scope based on the request for proposal provided by Leo A Daly.

NTI will mark the proposed boring locations. We will make you aware of these field activities before proceeding to the site to allow you the opportunity to notify any pertinent parties prior to NTI's field work.

NTI will contact the Minnesota "One-Call" system for clearance of public utilities within the area of the soil borings. NTI will provide a private locator as necessary to mark underground private utilities to the extent practical. NTI assumes that a representative of the owner will provide any pertinent information regarding the location of private underground utilities onsite.

NTI will then mobilize an All-Terrain Vehicle (ATV) mounted drill rig to the site to drill Eleven (11) standard penetration test (SPT) soil borings. Six (6) SPT borings will be advanced to depths of approximately 40 feet below existing grade within the proposed building footprints. The remaining five (5) SPT borings will be advanced to depths of approximately 20 feet below existing grade within the at-grade parking/driving lanes. All borings will be completed near the client-designated locations. The total lineal feet of SPT drilling proposed at this time is approximately 340 feet.



**Proposal for Geotechnical Services
Lake Elmo City Hall Improvements
Lake Elmo, Minnesota**

Borings may be terminated early if soil/bedrock conditions resulting in practical auger refusal are encountered prior to the proposed termination depths. If soft soils, fill, or organic soils are encountered near termination, we will continue drilling a reasonable depth until a minimum of ten (10) feet of suitable soils are observed. If bedrock is encountered, NTI will advance 5-feet into the bedrock with rock coring techniques prior to borehole abandonment. Additional fees may apply.

NTI's proposed exploration program is based upon the site being suitable for support of the proposed structures with a shallow spread footing style of foundation system. If ground conditions dictate a deep foundation system for support of the proposed structures, then the scope of the field exploration will need to be modified to include deeper foundation borings. This additional drilling would be invoiced as an extra. NTI will contact the design team and provide a written cost estimate for the additional geotechnical services required prior to commencement of these deep borings.

Soil sampling in the borings will be performed at 2 ½-foot intervals to a depth of approximately 14.5 feet below existing grade and at 5-foot intervals thereafter as necessary. Soil sampling will be performed in general accordance with ASTM D 1586. A geotechnical engineer will visually classify field-collected samples in general accordance with ASTM D 2488. Each soil sample's color, relative moisture, SPT N-value, relative density, consistency, and estimated compressive strength will be documented on the soil boring logs.

NTI has assumed that there is reasonable access to the proposed borehole locations. This would include slopes suitable for traversing with a geotechnical drill rig, safe working distances from utilities, removal of site obstructions that prohibit access to the proposed borehole locations, etc. In addition, drill rig access to the proposed boring locations may result in cracking of onsite pavements or sidewalks and rutting of site soils. NTI will take reasonable precautions to prevent such damage but repair and final restoration inclusive of settled borings shall be performed by others at no charge to NTI.

NTI's proposal does not include snow removal, ground pressure reducing mats, etc. If required, NTI will contact the signatory of this proposal for approval of additional fees prior to implementation.

We will measure for the presence of groundwater or lack thereof when we complete the soil borings and 24-hours after completion. We will backfill the soil borings with soil cuttings or high solids bentonite or neat cement grout to comply with current Minnesota Department of Health (MDH) Regulations.

We will perform laboratory tests on selected soil samples, this may include:

1. Plastic/liquid limit tests on cohesive soils.
 2. Moisture/Density tests.
 3. Unconfined compressive strength tests.
 4. Gradations.
 5. Organic content tests.
 6. Soil resistivity tests
 7. Ph tests
-



**Proposal for Geotechnical Services
Lake Elmo City Hall Improvements
Lake Elmo, Minnesota**

Upon completion of the field and laboratory work, a detailed geotechnical engineering report will be prepared. The report will include the logs of the borings, a boring location diagram, and the results of the field and laboratory tests. In addition, the report will include our engineering opinions and recommendations regarding:

1. Site preparation and excavation recommendations.
2. Engineered fill and compaction recommendations.
3. Estimated depths of unsuitable soils to be removed at each boring location.
4. Anticipation and management of groundwater for design and construction.
5. Recommendation for foundation design.
6. Bearing capacity and allowable loads.
7. Potential construction difficulties regarding excavation and backfill.
8. Estimated subgrade modulus "K" for floor slab design and concrete pavement design.
9. Estimated R-Value / CBR-Value for use in bituminous pavement design.
10. Recommended pavement design thickness.
11. Lateral earth pressure parameters and coefficient of friction to resist sliding.
12. Estimated stormwater infiltration design rates based upon soil type correlation with the Minnesota Stormwater Manual.
13. Seismic site characteristics based on encountered soil conditions and State of Minnesota guidelines.

NTI's engineers are also available to provide geotechnical guidance to the design team, evaluate value engineered alternatives, review earthwork, groundwater control, and other civil plans and specifications as an additional service. NTI's engineers, special inspectors and technicians are available to provide construction and materials testing services once the project construction begins. This provides professional continuity of services throughout the design and construction of the project.

DELIVERABLES

NTI will provide an electronic PDF copy of the final report to the client. Three (3) bound hard copies of the final report will also be provided.

COST

We will perform the base geotechnical exploration and report described above for a fixed fee of **\$13,300**.

Additional services outside of the scope of services outlined above will be invoiced as shown below. NTI will contact the design team for these additional services prior to commencement.



**Proposal for Geotechnical Services
Lake Elmo City Hall Improvements
Lake Elmo, Minnesota**

Additional Item	Cost
Additional drilling on the same mobilization	\$25 per lineal foot
Additional Mobilizations	\$500 each
Additional MDH permits	\$125 each
Double Ring Infiltrometer (DRI) testing	\$800 per test
Snow Removal / Ground Mats / Etc.	Cost Plus 15%
Post report consultation, in excess of 2 hours	\$125 per hour
Private Utility Locate Services	NA Included
Other services	Per our standard fee schedule, less 10%

If Double-Ring Infiltrometer (DRI) tests are requested, NTI assumes the tests will be completed at existing grade and with thawed soil conditions.

Our fees assume that the soil can be disposed of on-site, such as by thin spreading near the borehole. Additional fees may apply for handling the spoils or for containerizing (drumming) spoils. Environmental hazard testing may be required for disposal to a landfill, if needed.

NTI's fees assume that the work may be performed with standard construction Personal Protective Equipment (PPE), including hard hats, safety glasses, hearing protection and visibility equipment such as vests. If additional PPE is required, such as for drilling in an environmentally contaminated area or in a confined space, additional fees will apply.

All geotechnical borings will be abandoned per MDH requirements.

SCHEDULE

Upon receiving authorization to proceed, the field work will typically begin in approximately 7 to 10 business days and will take approximately 3 days to complete. The report will be issued to you within 7 to 10 business days of completion of the field work and laboratory tests. Boring logs and verbal information regarding our findings can be provided within 2 to 3 days after the field work has been completed.

ACCEPTANCE

Please indicate your acceptance of this proposal by signing on the signature block below and returning a copy to us. The attached General Terms & Conditions are an integral part of this proposal. This proposal is effective until February 28, 2021.



**Proposal for Geotechnical Services
Lake Elmo City Hall Improvements
Lake Elmo, Minnesota**

We thank you for the opportunity of submitting this proposal and look forward to working with you through both the design and construction phase of this project. If you have any questions regarding this proposal, please contact the undersigned at 651-389-4191.

NORTHERN TECHNOLOGIES, LLC

Richard S. Jett, E.I.T.
Engineering Manager

Debra A. Schroeder, P.E.
Senior Engineer

Attachments: General Terms & Conditions

CITY OF LAKE ELMO

By: _____

Printed Name: _____

Title: _____

Date: _____



GENERAL TERMS & CONDITIONS

1.0 CONTRACT

- a. The foregoing Proposal and these General Terms and Conditions constitute the contract (hereinafter, "Contract") between Northern Technologies, LLC., (hereinafter, "NTI") and the party signing the Client Authorization (hereinafter, "Client")
- b. If Client directs NTI to proceed with Services (as defined below) prior to execution of this Contract, or if Client allows NTI to continue with Services after having received this Contract, it is understood that each party is bound by the terms and conditions of this Contract whether or not Client has signed this Contract.

2.0 SERVICES

- a. NTI will provide Client with the services specified in the Proposal (hereinafter, "Services" or "Scope of Services") in accordance with the Contract's terms. Services enumerated in writing in the Contract are considered Basic Services. Services not specifically enumerated in writing in the Contract are not included in the scope of NTI's Services and are not NTI's responsibility.
- b. Should the need arise for NTI to expand our services in response to conditions or events outside our control, NTI would, under Client's direction, submit a separate proposal providing such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation for Basic Services.
- c. NTI will provide Services to Client as an independent contractor and not as the Client's employee, agent, partner, or joint venturer.
- d. NTI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. If, while performing the Services any hazardous substances or conditions are discovered or encountered that pose unanticipated risks or costs, it is agreed that the scope of Services, time schedule and the estimated Contract costs shall be reconsidered and that this Contract may, at NTI's option, be re-negotiated or terminated. If the Contract is so terminated, Client shall pay NTI for the Services performed up to the date of termination plus NTI's reasonable termination and demobilization costs and expenses.
- e. If NTI's performance of the Services is delayed by Client or by any other circumstance beyond NTI's direct and reasonable control, then the time for NTI's completion of the Services shall be automatically extended based upon the duration and impact of each such delay and NTI shall be entitled to additional compensation from Client

3.0 GENERAL RESPONSIBILITIES

- a. NTI shall not be responsible for the performance of any activity or obligation other than the Services specified in the Contract, and NTI's performance shall not be construed as relieving Client or any third party of their responsibilities. NTI shall have no responsibility for, or any liability pertaining to: (1) the superintending, supervising, or directing of the work of any independent contractor, agent or employee of Client or any third party; or (2) the results or consequences of work performed by any such independent contractor, agent or employee of Client or any third party; or (3) any claims or allegations of rights by any person or party other than Client relating to NTI's Services; or (4) for job site safety at the location which is the subject of this Contract (hereinafter, "Site").
- b. NTI will be responsible for obtaining only those government permits, approvals and authorizations that are specified in the Scope of Services of the Contract. NTI is not responsible for project delays, damages or impacts due to the government's failure to issue said permits in a timely fashion.
- c. Unless otherwise expressly agreed by NTI and Client in writing NTI's performance of its Services is solely and exclusively for the benefit of the Client and no party other than Client shall be entitled to rely upon any documentation, representation, report, statement or service made or performed by NTI.

4.0 CLIENT RESPONSIBILITIES

- a. Client will make available to NTI all known information regarding existing and proposed requirements which affects the work, including but not limited to: specifications, contracts, recommendations, plans and change orders.

- b. Client will immediately transmit to NTI any new information that becomes available to Client or Client's contractors or subcontractors, so that recommended actions can be reviewed.
- c. Client will provide a representative to answer questions about the project when required by NTI upon 24-hour notice.
- d. Client will not hold NTI liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by or on behalf of Client, and Client will indemnify NTI against liability arising out of or contributed to by such information.
- e. NTI shall be entitled to additional compensation for all extra work caused by or resulting from the failure of the information provided to accurately describe the Site conditions.
- f. With the exception of those specified as NTI's responsibility in the Scope of Services, Client shall timely obtain all necessary permits, governmental approvals and access agreements to allow NTI and its agents access to the Site and any buildings thereon.
- g. Client is responsible for notifying property owner(s) of the nature, scope and timing of NTI's work, along with any potential damage that may occur during the execution of said work.
- h. Client shall provide reasonable safe access to the proposed location of work including but not limited to slopes, distance from utilities, removal of site obstructions, etc.

5.0 NTI RESPONSIBILITIES

- a. NTI will perform its Services consistent with the level of care and skill ordinarily exercised by members of the geotechnical and materials testing profession currently practicing under similar conditions (the "Standard of Care"). No warranty of any kind, expressed or implied, is made by NTI.
- b. NTI will be responsible for its data, interpretation and recommendations, but will not be responsible for interpretation by others.
- c. NTI will take reasonable precautions to prevent damage to property. However unless specifically included in the Scope of Services NTI will not be responsible for the repair or cost of repairs of property including but not limited to pavements, turf, walks, vegetation, utilities, irrigation, buildings or any other site improvements.

6.0 INSURANCE

- a. NTI will carry worker's compensation insurance and public liability, property damage, and errors and omissions insurance policies, which NTI considers adequate. In addition to any other limitations set forth in this Contract, it is agreed that in no event will NTI be responsible for loss, damage or liability beyond the limits and conditions of NTI's available insurance. NTI will not be responsible for any loss or liability arising from the negligence of Client or by other persons or entities employed by Client.

7.0 COMPENSATION

- a. NTI's Proposal specifies if the fee is a fixed fee or an estimate based on set rates. Unless specifically stated in the Proposal Client acknowledges that the fee estimate will not be construed to be a maximum or not to exceed amount.
- b. NTI will submit invoices to client monthly, and a final invoice upon completion of Services. Invoices will show charges based on current NTI Fee Schedule or other basis agreed upon in writing. A detailed separation of charges and backup data will be provided at Client's request.
- c. Client shall notify NTI immediately if there are any issues relating to the invoice format, amounts, name of responsible party or any other factors preventing payment of the invoice as submitted.
- d. Unless specifically stated in the Proposal, NTI's fees will not be subject to retainage.
- e. Unless specifically stated in the Proposal, payment of invoices for NTI Services shall not be contingent upon project financing or payments received by the Client from other parties.
- f. The Client will pay the balance stated on the invoices unless Client notifies NTI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. NTI will strive to resolve Client's concerns in a timely manner as long as the balance of the invoice is paid within the terms of this Contract. In the event



GENERAL TERMS & CONDITIONS

- Client fails to bring a billing dispute to NTI's attention within the 15-day period, Client waives the right to later dispute the invoice.
- g. Payment is due upon receipt of invoice and is considered past due thirty (30) days from invoice date. On past due accounts, Client will pay a late charge of 1.5(%) per month, or the maximum allowed by law.
 - h. In the event Client fails to pay NTI within sixty (60) days following invoice date, NTI may consider the default a total breach of this Contract and all duties of NTI under this Contract will be terminated.
 - i. Partial payments received will first be applied to accrued late charges, then expenses and then to the principal balance.
 - j. Client agrees that NTI may increase its billing rates/fees on each anniversary of this Contract.
- 8.0 OWNERSHIP OF DOCUMENTS / SAMPLES
- a. The Client acknowledges that the reports, data, plans, specifications, representations, correspondence and all other documents prepared by NTI as part of its Services under this Contract (collectively referred to as "Documentation") are instruments of NTI's service to Client. Client agrees to save, defend, indemnify and hold NTI and its officers, directors, shareholders, employees and agents harmless from and against all claims, damages, losses and related expenses (including, without limitation, all reasonable attorney fees, disbursements, expert witness fees and all costs of court and litigation) in any manner arising from or pertaining to: (a) any re-use of the Documentation without the prior written authorization of NTI or, (b) claim(s) by any third party (other than Client) to whom Client distributed or provided any of the Documentation, either directly, through an agent, or by requesting that NTI provide it to the third party, without the prior written authorization of NTI.
 - b. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
 - c. NTI will retain all pertinent records concerning Services performed for a period of two (2) years after the report is sent; during that time the records will be made available to the Client during NTI's normal business hours.
 - d. NTI will retain representative samples for 30 days after submission of NTI report. Upon request by Client, samples can be shipped, charges collect, to destination selected by Client; or NTI can store them for an agreed upon storage charge.
- 9.0 DISPUTES
- a. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Contract, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to litigation.
 - b. In the event of any litigation arising out of or relating to this Contract or the Services, the prevailing party shall be entitled to reasonable attorneys' and experts' fees, court costs and other costs of collection including NTI's labor costs in connection with the prosecution of any collection lawsuit.
- 10.0 LIMITATION OF LIABILITY
- a. CLIENT understands that the Services provided by NTI involve the application of scientific and technical skill, judgment and discretion that is not an exact science and that NTI cannot and does not guaranty the results of its Services. Instead, NTI agrees to perform the Services according to the Standard of Care.
 - b. NTI's liability to the Client and all contractors and subcontractors on the project, for damages due to professional negligence, negligence or breach of any other obligation to Client or others, will be limited to an amount not to exceed \$20,000 or NTI's fee, whichever is less.
 - c. Client will notify any contractor or subcontractor who performs work in connection with any work done by NTI of the limitations of liability for design defects, errors, omissions, or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitations of liability on their part as against NTI. In the event the Client fails to obtain a like limitation and indemnity,
- Client agrees to indemnify NTI for any liability to any third party.
- d. NTI shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable control. Additionally, in no event shall NTI be liable or responsible to Client or any other person for any consequential, special, incidental, exemplary, or punitive damages, including but not limited to, governmental fines, penalties or liabilities, lost profits or other economic loss (whether arising from negligence, errors, omissions, breach of contract, breach of warranty, tort, strict liability or otherwise), resulting from any claimed defect or deficiency in the Services provided by NTI or any failure by NTI to provide Services.
- 11.0 TERMINATION
- a. This agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven days. Upon termination other than for NTI's default, NTI will be paid for Services rendered plus reasonable termination expenses.
 - b. If the Contract is terminated prior to completion of all reports contemplated by the agreement, or suspended for more than three (3) months, NTI may complete analysis and records as are necessary to complete its files and may complete a report on the Services performed. Termination or suspension expenses will include direct costs of completing analysis, records and report.
- 12.0 ASSIGNS
- a. Neither party may assign duties or interest in the Contract without the written consent of the other party.
- 13.0 MISCELLANEOUS
- a. If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - b. This Contract is the entire agreement between NTI and Client and it supersedes all prior written or oral agreements with respect to the subject matter hereof. No amendment or assignment of the Contract shall be effective unless agreed to in a writing signed by authorized representatives of both parties.
 - c. The provisions of this Contract relating to the limitation of liability and damages, warranties, indemnification, use of plans, specifications, reports and all other Documentation provided by NTI and those specifying choice of law, dispute resolution, notice, waiver, and severability shall survive termination of this Contract.
 - d. The terms of this Contract and its enforcement and interpretation shall be governed by the laws of the state where the project is located. If any provision of this Contract is determined to be unlawful, invalid or unenforceable, that provision shall be severed from the Contract and shall not render this Contract, or any other of its other provisions, unlawful, invalid or unenforceable.
- 14.0 PRE-LIEN NOTICE
- a. By signing this Contract Client represents and warrants that it either owns fee title to, or has the legal right to direct NTI to perform Services in connection with, the site of the project and that there is presently nothing to prevent NTI from filing a lien against the site of the project.
 - b. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
 - c. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

December 30, 2020

Proposal QTB131648

Jared Jones, PE
Leo A. Daly
730 2nd Ave S, Suite 1300
Minneapolis, MN 55402

Re: Proposal for a Geotechnical Evaluation
Lake Elmo City Hall Additions
3800 Laverne Ave N
Lake Elmo, Minnesota

Dear Mr. Jones:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for City Hall Additions at the referenced site.

Project Information

The attached Request for Proposal (RFP) requesting a Geotechnical Evaluation indicated two additions are proposed at the existing Lake Elmo City Hall. The additions will be two-story, slab-on-grade structures that will be attached or adjacent to the existing structure. Column loads will be up to 75 kips and wall loads up to 7 kips/foot.

Based on geology maps and our experience in the area, we anticipate medium dense silty sand or clayey sand glacial till or possibly sand outwash. We anticipate bedrock will be more than 100 feet below the surface.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed additions.

Scope of Services

The RFP requested the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

We have also included an alternative scope of services that we would recommend for this project.

Site Access

Based on Google Earth views, it appears that most of the site is accessible to a truck. However, depending on snow cover at the time of fieldwork, an all-terrain vehicle (ATV) drill rig may be needed. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Staking

We will stake prospective subsurface exploration locations, as selected by Leo A. Daly, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

In addition, our fees include a budget to retain a private locate company to mark private utilities that are not the responsibility of public agencies. Upon our request, the property owner must also be available to assist the private locate company in determining the presence of any underground objects or the location of utilities. We will not be liable for any damages resulting from unidentified or misidentified underground objects or utilities. Further, we reserve the right to stop work if underground objects or utilities are suspected or known to exist, but locations cannot be accurately determined.

Penetration Test Borings

As requested by the RFP, we will complete 12 standard penetration test (SPT) borings for the project. Six borings will be taken to 20 feet and 6 borings will extend to 40 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 20 feet, and at 5-foot intervals at greater depths.

Based on our anticipated soil conditions, we do not currently plan to obtain thin-walled tube samples of the soils encountered for laboratory testing.

We have not included costs for rock coring as we believe bedrock will be more than 100 feet below the surface.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

Groundwater Measurements

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. We will leave two 20-foot deep boreholes open until the next day and perform groundwater level rechecks prior to backfilling.

MDH Notification

Some of the requested borings will be 25 feet or deeper. Therefore, the Minnesota Statutes requires us to both (1) submit to the Minnesota Department of Health (MDH) by mail a "Sealing Notification Form", and (2) submit a Sealing Record after our completion of the borings. The Sealing Notification Form requires a signature of the current property owner, or their agent, and we need to submit this to the MDH prior to our mobilization to the site. We are attaching a copy of the Sealing Notification Form at the end of this proposal for your signature. Our proposal includes the fees for the MDH Sealing Notification and the Sealing Record.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 440 linear feet of borings with grout.

Our lump sum fee includes those fees associated with the sealing.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Sealing boreholes with grout will prevent us from disposing of auger boring cuttings in the completed boreholes. Unless you direct us otherwise, we intend to thin-spread the cuttings around the boreholes. If we cannot thin-spread cuttings, we will put them in a container left on site. We can provide off-site disposal of the cuttings for an additional fee.

Over time, subsidence of borehole (core) backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-leveling or re-patching after we complete our fieldwork.

Sample Review and Laboratory Testing

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 20 moisture content tests, 8 mechanical analyses, 4 resistivity tests, and 4 Ph tests. We will adjust the actual number and type of tests based on the results of our borings.

The RFP also requested dry density, unconfined compression, CBR, and K value tests. At this time, we do not plan to complete laboratory tests for these results. We expect that it will not be feasible to push thin-wall tubes in the anticipated soil conditions. We will provide recommended values.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to structure and pavement design and performance.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, and the selection, placement and compaction of fill.
- Recommendations for the design and construction of building additions, site utilities, and pavements.

We will submit 3 paper copies and an electronic copy of our report to you. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 3 weeks following receipt of written authorization
- Field exploration – 4 days on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 2 weeks after completion of field exploration
- Draft report submittal – within about 3 weeks of completion of the fieldwork
- Final report submittal – within 3 days of receiving comments on the draft report

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of **\$17,550**, which includes up to 1 hour of post deliverable consulting time. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$175 per hour. Table 1 provides a breakdown of the proposed fees.

Table 1. Proposed Fee Breakdown

Service	Fee
Staking and Utility Clearance	\$ 1,180
Private Locator or other subcontractors	200
Drilling	10,950
Laboratory Testing	1,800
Coordination, Engineering Analysis, and Report	3,420
Total	\$17,550

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

Additional Services

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$250 per hour.

We understand double ring infiltrometer testing may be desired. The test cost would be \$765 per test. This does not include the cost of a backhoe if the test needs to be done at some depth below the surface.

Alternative Recommended Scope

Based on our experience in the area, it is our opinion the scope of testing can be reduced. Since the structures are light, we would reduce the 40-foot borings to 25 feet. The number of laboratory tests and engineering would also be adjusted.

This revised scope would be a lump sum of **\$13,600**.

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. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services 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.

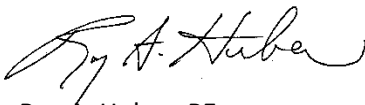
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Jim Craig at 612.369.1115 (jcraig@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



James J. Craig, Jr., PE
Senior Engineer



Ray A. Huber, PE
Vice President, Principal Engineer

Attachments:
MDH Notification Form
General Conditions (1/1/18)
Request for Proposal

The proposal is accepted, and you are authorized to proceed.

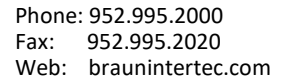
Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



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 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. 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 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report 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 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They 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.

4.5 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.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

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.



LEO A DALY
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ATTACHMENT #1

PLANNING

ARCHITECTURE

ENGINEERING

INTERIORS

ABU DHABI
ATLANTA
AUSTIN
BEIJING
CHICAGO
COLLEGE STATION
CORPUS CHRISTI
DALLAS
DAMMAM
DOHA
FORT WORTH
HONG KONG
HOUSTON
LANSING
LAS VEGAS
LOS ANGELES
MIAMI
MILPITAS
MINNEAPOLIS
OAKLAND
OMAHA
ORANGE
RIYADH
SAN ANTONIO
SAN MARCOS
TAMPA
WACO
WASHINGTON DC
WEST PALM BEACH

Engineer's Instructions for Geotechnical Investigations Lake Elmo City Hall – Lake Elmo, MN Date: 21 December 2020

LEO A DALY has prepared this Request for Proposal (RFP) on behalf of the City of Lake Elmo for Professional Services to produce a pre-development package for an expansion of the existing site facilities.

LEO A DALY will develop building design & engineering drawings and narratives to establish the scope such that a contractor will be able to provide a rough order of magnitude cost. An exhibit is included that show the proposed configuration of each site.

1. **General**

Provide geotechnical investigations for the information of the Owner. The Geotechnical Engineer is welcomed to recommend alternates to the location and number of proposed borings in the attached exhibit. These exact boring locations on the site are not critical and may be adjusted at the discretion of the Geotechnical Engineer to suit field conditions and avoid underground utilities or other construction. These exact boring locations within the building footprint are more critical and minor adjustments to suit field conditions and avoid underground utilities or other construction is acceptable. Should existing site features or obstructions require relocation of one or more borings, final proposed boring locations shall be coordinated with the Engineer prior to field exploration. All boring and related work shall comply with local codes and regulations.

In the event that unexpected or special field conditions are encountered, including the possible presence of chemical compounds or hazardous materials contact the Engineer immediately to describe the field conditions and receive additional direction.

In the event that trees or brush are encountered hindering the equipment movement or boring locations, it is the Geotech's responsibility to perform tree removal.

The Geotechnical Engineer shall submit the proposal by attaching hereto and returning this document to the Engineer by **Wednesday, December 30, 2020; 4:00PM CDT. Please advise if this date is possible or propose the next best date.** Geotechnical Engineer shall include with the proposal a statement defining any proposed deviations from the requirements of this document, including additions, deletions, exceptions and revisions. Provide the schedule to complete **borings** and geotechnical report once Notice to Proceed is given.

Submit to via email:

Jared Jones, PE

jfjones@leoadaly.com

612-341-9595

2. ***Responsibility***

The responsibility of the Geotechnical Engineer for this project will be to determine representative subsurface soil conditions, accurately analyze these conditions, and furnish a detailed soils and foundation report to the Owner.

3. ***Field Exploration***

Provide borings at density recommended by the Geotechnical Engineer for each site configuration

Borings shall not terminate in soft soils, fill, or organic materials unsuitable for building foundations.

If rock is encountered, five (5) feet (minimum) rock cores shall be made in accordance with ASTM D2113.

There is a total of 1 100FT boring, 6 40 FT borings, and 5 20FT borings planned for this site.

Determination of soil corrosion potential shall be based on the electrical resistivity of the soil measured in ohms per cubic centimeter.

Field work shall include penetration testing at all soil boring locations and split barrel sampling shall conform to ASTM D1586 using a 2" o.d. sampler. In cohesive soils, thin wall tube samples shall be made in accordance with ASTM D1587.

All field and laboratory work shall be performed under the direction of a registered professional engineer.

During field testing and sampling, a continuous log should be maintained to visually classify the subsurface soils. All water levels should be noted immediately after drilling and after 24 hours. Also, any evidence of artesian water, perched water, or loss of drilling water should be reported.

4. ***Laboratory Testing***

Laboratory tests shall be made to provide data for the classification of the soils encountered in the field and for the predication of their engineering behavior when used either as fill materials or for the support of the building foundation.

As a minimum, the following properties of the various subsurface soils shall be determined:

- a. Dry density.
- b. Moisture content.

- c. Unconfined compressive strength (where possible).
- d. Gradation (where appropriate).
- e. Ph (where appropriate).
- f. K (pci) subgrade modulus for floor slab and exterior pavement design.
- g. Expansive soil characteristics, if present.
- h. Resistivity/corrosion potential

5. *Report and Recommendations*

Three (3) paper copies and a combined PDF of a formal report describing the nature and results of the work performed shall be submitted to the Architect upon completion of all field, laboratory and engineering work. The report shall describe all phases of the field and laboratory investigation and shall contain recommendations for site development including recommendations for foundation types, allowable loads, expected performance and shall include any other information on soil utilization or behavior likely to influence the integrity or economy of the proposed project.

The Geotechnical Engineer shall submit recommendations in the report for the following items. All recommendations are to be directed toward obtaining maximum economy consistent with sound engineering practice and shall be based on the field and laboratory experience of the Geotechnical Engineer.

- a. Seismic Site Characteristics:
 - i. Provide site specific coordinates and seismic design coefficients.
- b. Foundations:
 - i. Spread footings are preferred. Recommendations for spread footings shall include allowable soil bearing values, estimated settlements and minimum or maximum footing depths.
 - ii. Should a drilled in place caisson foundation appear to be suggested, recommendations shall be made regarding the necessity for casings, feasibility of belled bottoms, as well as the items listed above for spread footings.
 - iii. In the event that deep foundations are necessary, the Geotechnical Engineer shall recommend the preferred type of piling, piling recommendations shall also include minimum pile lengths and spacings as a function of load carrying ability and efforts necessary to protect surrounding structures from possible damage due to driving equipment.
 - iv. Recommend active, at rest and passive lateral pressures for foundation and retaining wall design. Recommend coefficient of friction to resist sliding.

- c. Compacted Fill:
 - i. On-site fill materials are preferred. Recommendations for fill materials shall include a definition of suitable on-site materials, recommended compaction, and construction procedures necessary for the proper degree of compaction.
 - ii. Should borrow material be required, the Geotechnical Engineer shall make recommendations regarding sources and testing consistent with the locale.
- d. Ground Water:
 - i. Should ground water appear to be of an elevation and nature so as to impede construction of subsurface structures, the Geotechnical Engineer shall recommend means of achieving temporary cut-off or dewatering requirements.
- e. The Geotechnical Engineer shall include recommendations for pavement structure, thickness, and mix design which are responsive to soil types encountered and construction materials available in the area. Pavement structures shall include both asphalt and concrete pavement sections. Design for heavy duty pavement will be based on 4.8 million ESAL's over a 20 year life cycle. Provide the K (pci) and California Bearing Ratio (CBR) used for the subgrade strength in the pavement and slab design.
- f. The report shall contain the corrosive potential of existing soils.
 - i. Provide one reproducible drawing exactly locating each boring on the site and containing general information as to surface topography. Include one black line print of this drawing in each report.
 - ii. The report shall also contain complete logs of the soil borings with surface elevation referenced to a permanent bench mark on or near the site.

6. *Project Description*

This project consists of expanding and remodeling the Brookfield office building with the addition of fire apparatus bays and council chambers. The design is likely to include construction of approximately 9,315 SQ FT of City Hall, 22,300 SQ FT of Fire and Public Safety, including 6 apparatus bays.
Maximum column loads (ASD): 75K typical column load

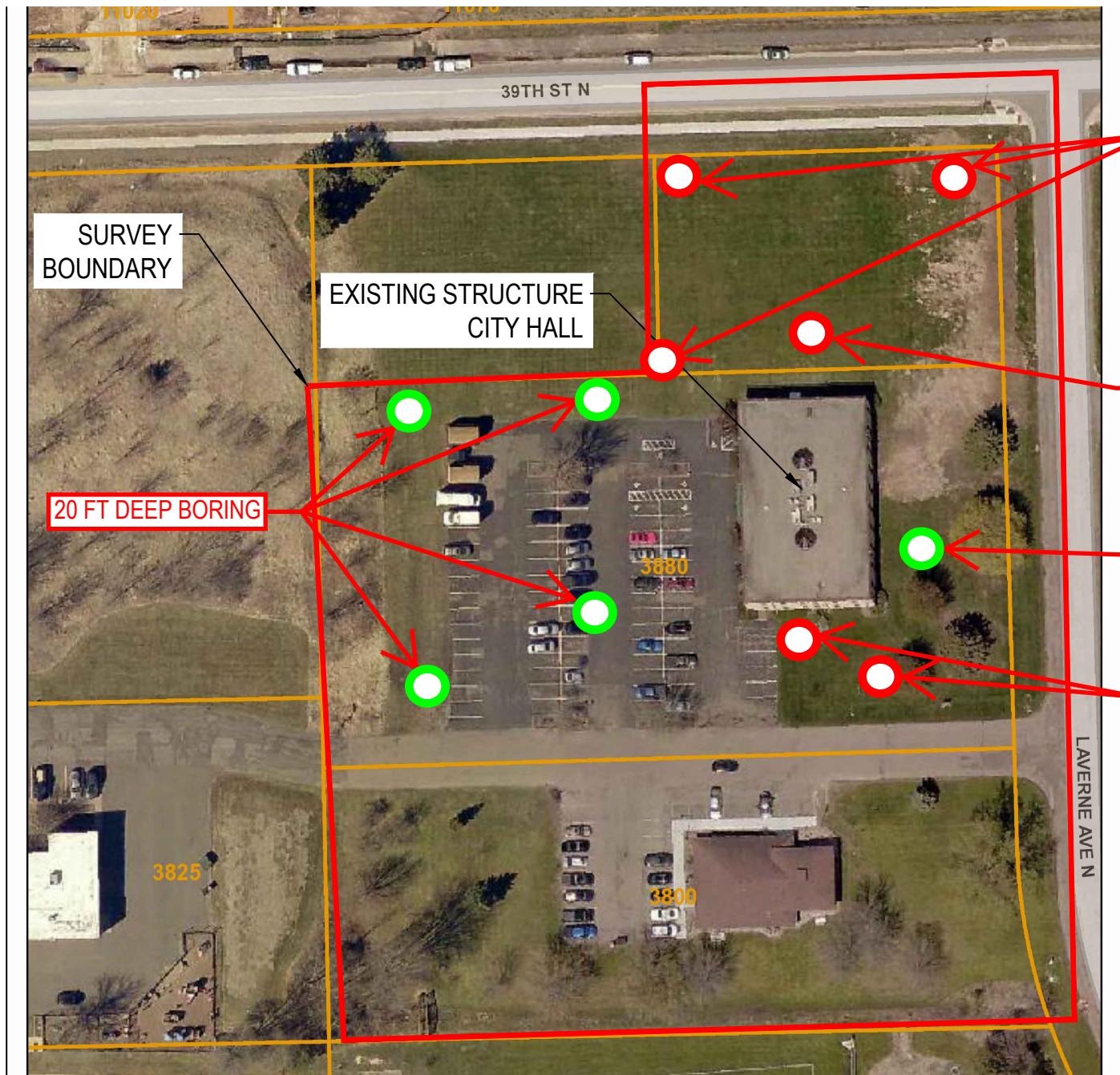
Wall Loads – Maximum (ASD): 6.2 kips per lineal foot.

Slab-on-grade (floor loads) – Maximum (ASD): 175 pounds per square foot
1" total and $\frac{3}{4}$ " differential allowance for settlement

General Description of Construction: Insulated precast concrete wall panels, steel frame, joists and roof deck.

7. *Additional Service*

Provide a fee to perform percolation testing on a total of two (2) stormwater management location to determine infiltration rate of the soil. Percolation testing will be awarded at the discretion of LEO A DALY based on initial findings of soil composition. Double ring infiltrometer is an acceptable alternative.



40 FT DEEP BORING

100 FT DEEP BORING OR TO REFUSAL

20 FT DEEP BORING

40 FT DEEP BORING

LAKE ELMO CITY HALL
SURVEY EXHIBIT A

3880 LAVERNE AVE N
LAKE ELMO MN 55042

45' 0 45' 90'
SCALE: 1"=90'-0"



LEO A DALY