



AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
· ENVIRONMENTAL  
· GEOTECHNICAL  
· MATERIALS  
· FORENSICS

April 3, 2020

Mr. Mark McClintock  
R. A. Morton Construction Managers  
3315 Roosevelt Road, Suite 100  
St. Cloud, MN 56301  
[markm@ramorton.com](mailto:markm@ramorton.com)

RE: Proposal for Construction Testing and Inspection Services  
Waterville Elementary School Building Addition & Morristown Middle School Addition  
Waterville & Morristown, Minnesota  
AET #08-20631

Dear Mr. McClintock:

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

#### **Geotechnical Information**

Geotechnical exploration program and analysis was performed for this project by Braun Intertec for the Waterville School work. The results of the geotechnical services were presented in their Geotechnical Evaluation Report date December 17, 2019, (#B1911319). It was recommended in the report that the proposed building be supported by spread footings foundations. Reference should be made to the report for more detailed information and recommendations.

#### **Project Information**

We understand the proposed Watertown Elementary School construction will be a single story, slab-on-grade addition to the north of Area A at the Elementary School. Some minimal work will also be performed in Area C. The building Addition will have reinforced masonry block walls, cast-in-place concrete walls and a structural steel frame. The building addition will be supported by spread footings designed using an allowable soil bearing pressure of 3,000 psf. Finished floor elevation for the building addition will be 1010.50'.

The Morristown Middle School Construction consists of constructing new concrete footings for roof top units and stoops, infill floor slab concrete and stoop floor slab concrete, and structural steel framing in Area B.1. New floor structural steel framing construction will be performed in Area B.2

1730 First Avenue | Mankato, MN 56001

Phone (507) 387-2222 | (800) 972-6364 | Fax (651) 659-1379 | [www.amengtest.com](http://www.amengtest.com) | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

An entrance drive/drop-off loop will be constructed on the east side of the Waterville Elementary school. We understand the bituminous pavement section will consist of 4" of bituminous over 8" of Class 5 aggregate base and 24" of sand subbase.

### Scope of Services

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

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

During excavation for the building additions, a Geotechnical Engineer or Engineering Assistant from our firm will make periodic visits to the site to perform the following services:

- Observe the soils exposed in the bottoms of the excavations.
- Perform shallow hand auger borings and hand cone penetrometer probes in the excavations.
- Evaluate the suitability of the soils to support structural loads.
- Document the elevations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings.

During placement of fill in the building excavations at Waterville Elementary, an Engineering Technician will visit the site on an intermittent basis to test the fill. The Engineering Technician will perform the following services:

- Compaction tests to evaluate the fill density using the nuclear density method.
- Standard Proctor tests for every different type of fill used.
- Sieve analysis tests of sand fill.

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

#### **Reinforcing Steel Observations**

Personnel from AET will observe the reinforcing steel placed in cast-in-place concrete structural elements for the building additions on a periodic basis, when requested by the Contractor. These observations will be performed by an experienced Engineering Technicians working under the guidance of ICC certified personnel. Our services will include the following:

- Review the most recent plans and specifications available at the jobsite.
- Observe that the correct number, size, alignment, and spacing of the bars is provided.
- Observe that the reinforcing steel bars are provided with proper cover from the formwork, ground surface, and future concrete elements.
- Observe that the bars are free of dirt, rust, scale, ice, or other deleterious materials that will reduce adhesion to the concrete.

Any discrepancies or deficiencies that are observed will be brought to the attention of the Contractor and/or their subcontractor.

Daily field reports of our observations will be available to the Contractor. The results of our observations will be provided in a formal report at the completion of our services.

AET does not perform surveying services, therefore, our observations of the reinforcing steel will be based on the positioning of the formwork by the Contractor. We will not be responsible for the exact locations of the formwork or the structural bolts or embedded items.

### **Concrete Testing**

Personnel from AET will perform testing of concrete on an intermittent basis at both schools, when requested by the Contractor. These services will be performed by experienced Engineering Technicians. On site visits when reinforcing steel is observed, we plan to have the same Engineering Technician also perform testing of the concrete. Our services will include the following:

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

Any discrepancies from the project specifications will be brought to the attention of the Contractor and/or their subcontractor. Daily field reports of our observations and testing will be available to the Contractor. The results of our observations will be provided in formal reports that are issued periodically.

During placement of the concrete, our Engineering Technicians will also cast test cylinders for compressive strength testing. Project specifications require that one set of cylinders be cast for every 75 cubic yards of each type of concrete placed each day. Each set will consist of four cylinders; one of which will be tested after 7 days and two which will be tested after 28 days. The fourth cylinder will be held in reserve for future testing, if required. AET will also pick up the cylinders from the site and return them to our laboratory for testing. The results of our compressive strength testing will be presented as they become available.

### **Post-Installed Anchor Observations**

We understand that post-installed anchor observations are required on for these projects, based on our review of the Structural Drawings. We have not been able to determine where, and what number of, post-installed anchors will be required. We will assign an experienced Engineering Technician to witness the drilling of the holes to the specified diameter and depth, cleaning of the holes and epoxy grouting of the anchors, if required.

A final report will be issued presenting the results of our post-installed anchor observations.

### **Masonry Observations and Testing**

During masonry construction at Waterville Elementary, AET personnel will perform intermittent observations of the masonry wall construction, as well as testing of grout when required. Our observations and testing will be performed by an experienced Engineering Technicians on an intermittent basis, and will include the following services:

- Observe that the proper size units are used, and that the units are clean and sound and dry.
- Observe that the masonry bearing surfaces are clean.

- Observe the placement and alignment of vertical bars and dowels, measure bar sizes and lengths of bar lap splices, and observe the clearance between bars and clearance from masonry units.
- Observe the horizontal joint reinforcement, the placement and alignment of reinforcing bars and dowels, measure bar sizes and lengths of bar lap splices, and observe the clearance between bars and clearance masonry units.
- Observe the general construction practices, including compliance with proper cold or hot weather protection as required by the project specifications.
- 

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

While at the site the Engineering Technician will also sample the grout. The grout "prism" specimens will be cast for compressive strength testing according to ICC guidelines. These specimens will have dimensions of about 3" by 3" by 6". One set of four grout "prisms" will be cast during each trip to the site if grout is being placed. One of the "prisms" will be tested for compressive strength after 7 days and three will be tested after 28 days.

The results of our masonry observations and testing will be presented in final reports as they become available.

#### **Observations of Welded and Bolted Connections**

During erection of the structural steel frame, and metal decking at both the schools, AET will provide an ASNT certified Level II NDT Technician to perform periodic observations of the welded and bolted connections. These services will include the following:

- Observe bolted connections for compliance with Section 9a of the "Specification for Structural Joints using ASTM: A325 or ASTM: A490 Bolts" approved by the Research Council on Structural Connections.
- Observe welded connections for compliance with the requirements of Section 6 (steel frame) of the AWS "Structural Welding Code" D1.1 - 2010. Fillet welds will be visually observed for suitability. Full or partial penetration welds will be tested by ultrasonic or magnetic particle methods. Any nondestructive tests will be performed by ASNT Level II certified technicians.
- Observe roof deck welds and lap screw placement of the sheet steel roof decking for general compliance with the requirements of AWS D1.3 - 2008.

Any deficiencies or deviations which are observed will be reported to personnel from the Contractor and/or their subcontractor. The results of our observations will be presented in a written report at the completion of the work. We assume steel fabrication shop inspection will not be required for this project.

#### **Bituminous Subgrades and Pavement Testing**

During or after final grading of the pavement subgrade soils and base aggregate at Waterville Elementary, AET personnel will observe proof-rolling of the pavement subgrade soils/base aggregate. These observations will be performed by a Geotechnical Engineer on an intermittent basis. Our scope of services will include the following:

R. A. Morton Construction Managers  
Page 6 of 6  
April 3, 2020  
AET #08-20631

**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 venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

**Acceptance**

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

**General Remarks**

If you have any questions regarding this proposal, or if we can be of further assistance, please call me at (507) 387-2222.

Sincerely,



Steven J. Ruesink, PE  
Regional Manager



Gregory A. Gilyer, PE  
Manager - Mankato

CC: Paul Heinen, Senior Project Manager – R.A. Morton

SJR/lmh

Attachments:

- Fee Schedule Tabulation – Waterville Elementary
- Fee Schedule Tabulation – Morristown Middle School
- Construction Materials Service Agreement – Terms and Conditions

**PROPOSAL ACCEPTANCE:**

Signature:  Date: 4-13-2020

Typed/Printed Name: JOEL WHITEHURST, SUPERINTENDENT

Email Address: jwhitehurst@wem-k12-mn.us

Company: WATERVILLE- ELYSIAN- MORRISTOWN ISO #2143

- Observe the reaction/stability of the pavement subgrade soils/base aggregate as they are proof-rolled by a loaded, tandem-axle dump truck.
- Evaluate the subgrade/base aggregate deflections under the wheel loads, and mark areas of excessive deflection. Areas of excessive deflection will be shown to personnel from the Contractor and/or their subcontractors.
- Provide recommendations for correction of the unstable subgrade soils/base aggregate.
- Present the results of our observations in a written report.

At the start of placement of the bituminous base and wear layers, an Engineering Technician will be at the site on an intermittent basis to obtain samples of the bituminous for laboratory testing.

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

- Maximum Theoretical density and Rice specific gravity.
- Asphalt extraction and aggregate gradation.

After the completion of the paving, we will remove three cores from the finished non-wear surface. After the cores are removed, they will be returned to our laboratory for testing. This testing will include the following:

- The thickness of the non-wear layer core samples.
- The density of each layer of the core sample.
- Determination of the percent compaction of each non-wear core sample.

We will perform field density testing of the wear course and compare the field results to the lab test to determine the percent compaction.

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

#### **Estimated Fees**

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Fee Schedule tabulation. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost which we anticipate will be required to complete the previously described observations and testing services at each of the Rest Area Sites, are based on our past experience with similar projects. Our estimated total cost will be \$12,346.50 for the Waterville Elementary School Addition, and \$1,747.00 for the Morristown Middle School Addition. We refer you to the attached Fee Schedule tabulations for an itemization of how we arrived at this estimated cost.

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

Waterville Elementary School Addition  
 Waterville, Minnesota  
 AET #08-20631  
 Fee Schedule

	Quantity	Unit	Unit Price	Total
<b>I. Earthwork Observation &amp; Testing</b>				
A. Field And Laboratory Testing				
1. Mechanical Analysis	2	EA	\$105.00	\$210.00
2. Standard Proctor	2	EA	\$145.00	\$290.00
3. Density Tests	*	EA	\$30.00	\$0.00
B. Personnel				
1. Senior Engineer	0.25	HR	\$164.00	\$41.00
2. *Senior Technician	14	HR	\$82.00	\$1,148.00
3. Engineering Assistant	0	HR	\$118.00	\$0.00
4. Project Manager/Engineer I	14	HR	\$125.00	\$1,750.00
5. Trip Charge	12	TRIP	\$32.00	\$384.00
			Subtotal	\$3,823.00
<b>II. Reinforcing Steel &amp; Concrete Inspection &amp; Testing</b>				
A. Construction- Concrete				
1. Slump	10	EA	\$ *	\$ *
2. Air Content	10	EA	\$ *	\$ *
3. Concrete Temperature	10	EA	\$ *	\$ *
4. Compressive Strength Testing				
a. Compressive Strength	30	EA	\$25.00	\$ 750.00
b. Hold Cylinder	10	EA	\$22.00	\$ 220.00
c. Cylinder Molds	40	EA	\$3.00	\$ 120.00
5. Concrete Delivery			*	*
6. Batch Plant Inspection			*	*
7. Concrete Placement			*	*
8. Profilograph Rental Rental		Day	\$160.00	\$ -
B. Personnel				
1. Senior Engineer	0	HR	\$164.00	\$ -
2. *Senior Technician	27	HR	\$82.00	\$ 2,214.00
3. Engineering Assistant	0	HR	\$118.00	\$ -
4. Project Manager/Engineer I	2	HR	\$125.00	\$250.00
5. Trip Charge	12	TRIP	\$32.00	\$384.00
			Subtotal	\$ 3,938.00
<b>III. Masonry and Related Materials</b>				
A. Construction- Concrete Masonry				
1. Physical Tests of Units (except shrinkage)	0	Set of 6	\$215.00	\$0.00
2. Mortar Compressive Strength Testing				
a. Compressive Strength	0	EA	\$25.00	\$ -
b. Mortar Cylinder Molds	0	EA	\$3.00	\$ -
3. Grout Compressive Strength Testing				

Waterville Elementary School Addition  
 Waterville, Minnesota  
 AET #08-20631  
 Fee Schedule

	Quantity	Unit	Unit Price	Total
a. Compressive Strength	12	EA	\$25.00	\$ 300.00
b. Compressive Strength of Prisms	0	EA	\$120.00	\$ -
c. Cold Weather Practices			*	*
b. Reinforcement and Grout Placement			*	*
<b>B. Personnel</b>				
1. Senior Engineer	0	HR	\$164.00	\$ -
2. *Senior Technician	8	HR	\$82.00	\$ 656.00
3. Engineering Assistant	0	HR	\$118.00	\$ -
4. Project Manager/Engineer I	1	HR	\$125.00	\$125.00
5. Trip Charge	4	TRIP	\$32.00	\$128.00
			Subtotal	\$1,209.00

**IV. Plant Mixed Bituminous**

<b>A. Field And Laboratory Testing</b>				
1. Extraction/Gradation	0	EA	\$260.00	\$ -
2. Mn/DOT Mix Properties	0	EA	\$500.00	\$ -
3. Rice Air Voids	2	EA	\$68.00	\$ 136.00
4. Density/Thickness of 4" core	3	EA	\$46.00	\$ 138.00
5. Plant Monitoring		HR	\$82.00	\$ -
6. Nuclear Gauge Rental	*	Day	\$50.00	\$ -
7. Coring				
a. Technician Time	4	HR	\$82.00	\$ 328.00
b. Core Machine Rental	0.5	Day	\$65.00	\$ 32.50
c. Bit Wear	6	Per Inch	\$5.00	\$ 30.00
d. Generator Rental	0.5	Day	\$80.00	\$ 40.00
e. Patching Material		Bag	\$5.00	\$ -
<b>B. Personnel</b>				
1. Senior Engineer	0	HR	\$164.00	\$ -
2. *Senior Technician	6	HR	\$82.00	\$ 492.00
3. Engineering Assistant	0	HR	\$118.00	\$ -
4. Project Manager/Engineer I	1	HR	\$125.00	\$125.00
5. Trip Charge	4	TRIP	\$32.00	\$128.00
			Subtotal	\$ 1,449.50

**V. Structural Steel**

<b>A. Field Testing</b>				
1. Bolted Connections			*	*
2. Structural Welds			*	*
3. Decking Welds			*	*
4. Fabrication Plant				



Waterville Elementary School Addition  
 Waterville, Minnesota  
 AET #08-20631  
 Fee Schedule

	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
a. Personnel-NDT Technician	0	HR	\$98.00	\$ -
b. Mobilization	0	Mile	\$0.75	\$ -
<b>B. Personnel</b>				
1. Engineer I	2	HR	\$125.00	\$ 250.00
2. *AWS-Certified Weld Inspector	9	HR	\$98.00	\$ 882.00
3. Trip Charge	3	Trip	\$32.00	\$ 96.00
4. NDT Technician (mobilized from St. Paul)	6	HR	\$100.00	\$600.00
5. Mileage (from St. Paul)	132	Mile	\$0.75	\$99.00
		Subtotal		<u>\$1,927.00</u>
		<b>Estimated Total Cost</b>		<b>\$12,346.50</b>

Morristown Middle School Addition  
 Morristown, Minnesota  
 AET #08-20631  
 Fee Schedule

	Quantity	Unit	Unit Price	Total
<b>I. Earthwork Observation &amp; Testing</b>				
A. Field And Laboratory Testing				
1. Mechanical Analysis	0	EA	\$105.00	\$0.00
2. Standard Proctor	0	EA	\$145.00	\$0.00
3. Density Tests	*	EA	\$30.00	\$0.00
B. Personnel				
1. Senior Engineer	0	HR	\$164.00	\$0.00
2. *Senior Technician	0	HR	\$82.00	\$0.00
3. Engineering Assistant	0	HR	\$118.00	\$0.00
4. Project Manager/Engineer I	3	HR	\$125.00	\$375.00
5. Trip Charge	1	TRIP	\$40.00	\$40.00
			Subtotal	\$415.00

**II. Reinforcing Steel & Concrete Inspection & Testing**

A. Construction- Concrete				
1. Slump	2	EA	\$ *	\$ *
2. Air Content	2	EA	\$ *	\$ *
3. Concrete Temperature	2	EA	\$ *	\$ *
4. Compressive Strength Testing				
a. Compressive Strength	6	EA	\$25.00	\$ 150.00
b. Hold Cylinder	2	EA	\$22.00	\$ 44.00
c. Cylinder Molds	8	EA	\$3.00	\$ 24.00
5. Concrete Delivery			*	*
6. Batch Plant Inspection			*	*
7. Concrete Placement			*	*
8. Profilograph Rental Rental		Day	\$160.00	\$ -
B. Personnel				
1. Senior Engineer	0	HR	\$164.00	\$ -
2. *Senior Technician	5	HR	\$82.00	\$ 410.00
3. Engineering Assistant	0	HR	\$118.00	\$ -
4. Project Manager/Engineer I	0.5	HR	\$125.00	\$62.50
5. Trip Charge	3	TRIP	\$40.00	\$120.00
			Subtotal	\$ 810.50

**II. Masonry and Related Materials**

A. Construction- Concrete Masonry				
1. Physical Tests of Units (except shrinkage)	0	Set of 6	\$215.00	\$0.00
2. Mortar Compressive Strength Testing				
a. Compressive Strength	0	EA	\$25.00	\$ -
b. Mortar Cylinder Molds	0	EA	\$3.00	\$ -
3. Grout Compressive Strength Testing				

Morristown Middle School Addition  
 Morristown, Minnesota  
 AET #08-20631  
 Fee Schedule

	Quantity	Unit	Unit Price	Total
a. Compressive Strength	0	EA	\$25.00	\$ -
b. Compressive Strength of Prisms	0	EA	\$120.00	\$ -
c. Cold Weather Practices			*	*
b. Reinforcement and Grout Placement			*	*
<b>B. Personnel</b>				
1. Senior Engineer	0	HR	\$164.00	\$ -
2. *Senior Technician	0	HR	\$82.00	\$ -
3. Engineering Assistant	0	HR	\$118.00	\$ -
4. Project Manager/Engineer I	0	HR	\$125.00	\$0.00
5. Trip Charge	0	TRIP	\$40.00	\$0.00
		Subtotal		\$0.00

**IV. Plant Mixed Bituminous**

<b>A. Field And Laboratory Testing</b>				
1. Extraction/Gradation	0	EA	\$260.00	\$ -
2. Mn/DOT Mix Properties	0	EA	\$500.00	\$ -
3. Rice Air Voids	0	EA	\$68.00	\$ -
4. Density/Thickness of 4" core	0	EA	\$46.00	\$ -
5. Plant Monitoring		HR	\$82.00	\$ -
6. Nuclear Gauge Rental	*	Day	\$50.00	\$ -
7. Coring				
a. Technician Time	0	HR	\$82.00	\$ -
b. Core Machine Rental	0	Day	\$65.00	\$ -
c. Bit Wear	0	Per Inch	\$5.00	\$ -
d. Generator Rental	0	Day	\$80.00	\$ -
e. Patching Material		Bag	\$5.00	\$ -
<b>B. Personnel</b>				
1. Senior Engineer	0	HR	\$164.00	\$ -
2. *Senior Technician	0	HR	\$82.00	\$ -
3. Engineering Assistant	0	HR	\$118.00	\$ -
4. Project Manager/Engineer I	0	HR	\$125.00	\$0.00
5. Trip Charge	0	TRIP	\$40.00	\$0.00
		Subtotal	\$	-

**V. Structural Steel**

<b>A. Field Testing</b>				
1. Bolted Connections			*	*
2. Structural Welds			*	*
3. Decking Welds			*	*
4. Fabrication Plant				

Morristown Middle School Addition  
 Morristown, Minnesota  
 AET #08-20631  
 Fee Schedule

	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
a. Personnel-NDT Technician	0	HR	\$98.00 \$	-
b. Mobilization	0	Mile	\$0.75 \$	-
<b>B. Personnel</b>				
1. Engineer I	1.5	HR	\$125.00 \$	187.50
2. *AWS-Certified Weld Inspector	3	HR	\$98.00 \$	294.00
3. Trip Charge	1	Trip	\$40.00 \$	40.00
4. NDT Technician (mobilized from St. Paul)	0	HR	\$100.00	\$0.00
5. Mileage (from St. Paul)	0	Mile	\$0.75	\$0.00
		Subtotal		\$521.50
		<b>Estimated Total Cost</b>		<b>\$1,747.00</b>

**SECTION 1 - RESPONSIBILITIES**

**1.1** – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order 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 or changes are made during AET’s Services, Client will provide such information to AET in a timely manner. Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

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

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

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

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

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

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

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

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

**1.11** – The AET proposal accompanying these terms and conditions is valid for 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 – ON CALL SERVICES**

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

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

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

**SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING**

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

**3.2** – With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

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

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

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

**SECTION 4 - SAFETY**

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

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

**SECTION 5 - SAMPLES**

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

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

**SECTION 6 - PROJECT RECORDS**

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

**SECTION 7 - STANDARD OF CARE**

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

**SECTION 8 - INSURANCE**

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

**8.1** - 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

**8.2** - 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.

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

**8.4** - 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.

**8.5** - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 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.

**8.6** - 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.

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

**SECTION 9 - DELAYS**

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

**SECTION 10 - PAYMENT, INTEREST AND BREACH**

**10.1** - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, 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.

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

**10.3** - AET reserves the right to 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 11 - 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 12 - MEDIATION**

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

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

**SECTION 13 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

**SECTION 14 - MUTUAL INDEMNIFICATION**

**14.1** - Subject to the limitations contained in Sections 14 and 15, 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.

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

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

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

**SECTION 15 - NON-SOLICITATION**

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

**SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

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

**SECTION 17 - LIMITATION OF LIABILITY**

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

**SECTION 18 - 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 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

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

**SECTION 20 - TERMINATION**

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

**SECTION 21 - SEVERABILITY**

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

**SECTION 22 - GOVERNING LAW**

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

**SECTION 23 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any 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.





## Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>American Engineering Testing, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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.  <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. <b>550 Cleveland Avenue North</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Saint Paul, MN 55114</b>	
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:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Phillip [Signature]</i>	Date ▶ <i>1/1/20</i>
------------------	---	----------------------

### General Instructions

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

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

### Purpose of Form

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

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.