



**EDA**  
**Meeting Supplement**  
**May 20, 2019**

**Supplemental Information Only:**

- 4. The Stable of White Bear – Soil Boring Proposals:**
  - a. Receive Proposals
  - b. Approve Proposal



**Documentation:           NTI & Braun Intertec Proposals**

**Action / Motion for Consideration:**

Report at Meeting / Discuss



**NTI**<sup>™</sup>  
NORTHERN  
TECHNOLOGIES, LLC

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Unearthing confidence<sup>™</sup>

May 17, 2019

White Bear Township  
Attention: Mr. Tom Riedesel  
1281 Hammond Road  
White Bear Township, Minnesota 55110

c/o Larson Engineering, Inc.  
Attention: Mr. Matt Woodruff, P.E.  
3524 Labore Road  
White Bear Lake, Minnesota 55110

RE: Proposal for Geotechnical Services  
**Morgan Trail Residential Development**  
White Bear Lake, Minnesota  
NTI Proposal P9319

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 construction of a new residential subdivision that will be located west of Portland Avenue and south of Morgan Trail in White Bear Lake, Minnesota. In addition, the project will include the construction of a new asphalt trail that will connect the proposed subdivision to Deer Meadow Park. NTI understands the project will include at-grade parking/driving lanes and all associated below-grade utilities.

## SCOPE OF WORK

The following is our proposed work scope based on the request for proposal provided by Larson Engineering, Inc.

NTI will mark the proposed boring locations utilizing a Trimble GeoXH 6000 instrument. 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.

Precision · Expertise · Geotechnical · Materials

FARGO · BISMARCK · GRAND FORKS · INVER GROVE HEIGHTS · RAMSEY · RAPID CITY



**Proposal for Geotechnical Services  
Morgan Trail Residential Development  
White Bear Lake, Minnesota**

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NTI will then mobilize an All-Terrain Vehicle (ATV) mounted drill rig to the site to drill nine (9) standard penetration test (SPT) soil borings. Seven (7) SPT borings will be advanced to depths of approximately 14.5 feet below existing grade at the client-designated locations within the proposed residential development. Two (2) SPT borings will be advanced to depths of approximately 5 feet below existing grade at the client-designated locations for the proposed asphalt trail to the south of the proposed subdivision. The total lineal feet of SPT drilling proposed at this time is approximately 111.5 feet.

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 five (5) feet of suitable soils are observed.

NTI's proposed exploration program is based upon the site being suitable for support of the proposed structures. If ground conditions dictate unsuitable soils 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 the termination depths of the borings. 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 tree clearing, 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. 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 tests.
  3. Gradations.
  4. Organic content tests.
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**Proposal for Geotechnical Services  
Morgan Trail Residential Development  
White Bear Lake, 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. Recommended pavement design thickness.
10. Estimated R-Value for use in bituminous pavement design.
11. Estimated stormwater infiltration design rates based upon soil type correlation with the Minnesota Stormwater Manual.

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. Two (2) bound hard copies of the final report are available upon request.

## **COST**

We will perform the base geotechnical exploration and report described above for a fixed fee of **\$4,950**.

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.

<b>Additional Item</b>	<b>Cost</b>
Additional drilling on the same mobilization	\$22 per lineal foot
Additional Mobilizations	\$500 each
Additional MDH permits	\$125 each
Snow Removal / Tree Clearing / 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%



**Proposal for Geotechnical Services  
Morgan Trail Residential Development  
White Bear Lake, Minnesota**

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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.

As of July 1, 2017, MDH has modified the requirements for abandonment of geotechnical soil bore holes. The new mandate requires that a bore hole permit application is submitted along with a sealing report for each site where borings deeper than 15 feet have been performed. Additionally, all borings 15 feet or greater in depth must be sealed with bentonite grout. This proposal assumes that no borings will extend beyond a depth of 14.5 feet and therefore does not include fees associated with complying with these additional requirements.

#### **SCHEDULE**

Upon receiving authorization to proceed, the field work will typically begin in approximately 15 to 20 business days and will take approximately 1 day 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 July 30, 2019.

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**Proposal for Geotechnical Services  
Morgan Trail Residential Development  
White Bear Lake, Minnesota**

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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.  
Staff Engineer

Debra A. Schroeder, P.E.  
Senior Engineer

Attachments: General Terms & Conditions

**WHITE BEAR TOWNSHIP**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## 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.



Braun Intertec Corporation  
1826 Buerkle Road  
Saint Paul, MN 55110

Phone: 651.487.3245  
Fax: 651.487.1812  
Web: braunintertec.com

May 17, 2019

Proposal QTB100339

Mr. Tom Riedesel  
White Bear Township  
1281 Hammond Road  
White Bear Township, MN 55110

Re: Proposal for a Geotechnical Evaluation  
New Residential Subdivision  
SW of Portland Avenue and Morgan Trail  
White Bear Township, Minnesota

Dear Mr. Riedesel:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for a new residential subdivision at the referenced site.

## **Our Understanding of Project**

Per the RFP provided to us, we understand that the project will include construction of a new subdivision in White Bear Township. The subdivision will include 7 lots constructed around a new section of Morgan Trail. There will also be a new section of bituminous trail constructed to connect to a local park.

## **Purpose**

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and provide geotechnical recommendations for the design and construction of foundations, slabs, pavements, public utilities and stormwater management.

## **Scope of Services**

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

### **Site Access, Staking and Utility Clearance**

Drilling services will be performed by Braun Intertec Drilling, LLC, a subsidiary of Braun Intertec Corporation. Based on the locations of the proposed borings, it appears that the site will require an all-terrain drill rig to access the boring locations.

Tree clearing, debris or obstruction removal, grading of navigable paths, and snow plowing are not included in our scope of services.

AA/EOE

We will stake prospective subsurface exploration locations 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.

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

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to 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.

### **Penetration Test Borings**

As requested, we will drill 7 standard penetration test borings for the new subdivision, extending them to a depth of 14.5 feet below existing grades. We will drill 2 additional borings for a new bituminous trail, extending them to a depth of 5 feet below existing grades. Standard penetration tests will be performed at 2 1/2-foot vertical intervals.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If existing fill, organic materials or other structurally unfavorable soils are not penetrated above the intended boring termination depths, we will extend the borings to obtain at least 5 feet of penetration into more competent materials at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If deeper borings (or additional borings) are needed, 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.

### **Borehole Abandonment**

Minnesota Well Code requires that environmental wells that are 15 feet deep or deeper be sealed with grout and sealing records provided to the Minnesota Department of Health. We currently do not anticipate having to seal any of the borings with grout and will backfill them with auger cuttings.

Over time, subsidence of borehole (core) backfill may occur, requiring surface grades to be re-leveled or bituminous or concrete patches to be replaced. Braun Intertec is not assuming responsibility for re-leveling or re-patching subsequent to initial backfilling and patching long term.

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.

### **Sample Review and Laboratory Testing**

Recovered samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform 20 moisture content tests and 4 mechanical analyses (through a #200 sieve only).

### **Reporting**

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to structure design and performance and prepare a report, including:

- A CAD sketch showing project components, limits, and 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 site conditions that will impact structure design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing structure subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other structural fill.
- Geotechnical recommendations for the design of foundations, slabs, pavements, public utilities and stormwater management. Our report will not provide any recommendations for the design of septic systems.

Only an electronic copy of our report will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

### **Additional Services**

If borings must be extended beyond their intended termination depths, we will charge an additional \$20 per lineal foot beyond the originally intended termination depth.

Additional site mobilizations will be charged at \$750 per day.

### **Cost**

We will furnish the services described in this proposal for a lump sum fee of **\$6,450**.

Our work may extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

## **Schedule**

We anticipate the field exploration can begin within approximately two to three weeks of written authorization; the field exploration will take 1 day to complete. Sample classification, laboratory testing, engineering analyses and report preparation will likely take an additional two weeks. We will pass along results, however, as they are obtained and reviewed. We anticipate we can submit our report by approximately two weeks after completion of the fieldwork.

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

## **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.***

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

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Steve Martin at 651.487.7026 ([smartin@brauintertec.com](mailto:smartin@brauintertec.com)) or Bob Janssen at 612.865.8786 ([bjanssen@brauintertec.com](mailto:bjanssen@brauintertec.com)).

Sincerely,

BRAUN INTERTEC CORPORATION



Steven B. Martin, PE  
Senior Engineer



Robert J. Janssen, PE  
President - Principal Engineer

Attachment:  
General Conditions (1/1/18)

c: Mr. Eric Meyer, Larson Engineering  
Mr. James Studenski, TKDA

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

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**Authorizer's Firm**

---

**Authorizer's Signature**

---

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

---

**Authorizer's Title**

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**Date**

## General Conditions

### 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 cleaned 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.