STATE OF MINNESOTA (REV 10/20/2014)

Professional Technical Services Master Contract --Encumbrance Form (For State Use Only)

RECS Project ID.: N/A	**Project Mgr.:** Eric Radel	**Contract Specialist:** Samantha Hicks
		RFP Event ID (if applicable) 2-15977
Project Name: Construction Testing and Inspection Services Master Contract		

Total Amount of Contract: **N/A**	Amount of Contract First FY:	Vendor Number: **0000211914**
Category Code: 81101703	Category Code:	Category Code:
Account:	Account:	Account:
Amount: **N/A**	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Business Unit:	Business Unit:	Business Unit:
Accounting Date:	Accounting Date:	Accounting Date:
Fund:	Fund:	Fund:
DeptID:	DeptID:	DeptID:
AppropID:	AppropID:	AppropID:
Project ID: **N/A** Activity:	Project ID: Activity:	Project ID: Activity:
Amount: N/A	Amount:	Amount:

SWIFT Contract No: **258204 / T#2502A**

_____
Number/Date/Entry Initials

SWIFT Order: _____-
Number / Date/ See Signature Page

*[Individual signing SWIFT Order or Contract certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15*and *16C.05]*

NOTICE TO CONSULTANT: You are required to provide your social security number or Federal employer tax identification number and Minnesota tax identification number if you do business with the State of Minnesota.

Contractor Name and Address: **Construction Engineering Laboratory, Inc.**
5661 International Parkway,
Minneapolis, MN 55428

Contract Execution Date: 10/30/2024

Master Contract End Date: 08/31/2029

(*Note: According to Minn. Stat. 16C.08 Subd. 3(5), the combined contract and amendment cannot exceed five years, unless otherwise provided for by law.)

Contact Person: **Swami. Palanisami**
Contact Person Phone: **763.533.9534**
Contact Person Email: swami.engineer@palanisami.com

Docusign Envelope ID: 240B8BF6-DA4D-4F1D-BF03-F2039F9AB590

Professional and Technical Services Master Contract

State of Minnesota

SWIFT Contract No.: 00000000000000000000258204
Master Contract T-Number: 2502A

This Master Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and **Construction Engineering Laboratory, Inc., 5661 International Parkway, Minneapolis, MN 55428** ("Consultant"). State and Consultant may be referred to jointly as "Parties."

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of **construction testing and inspection services;**
3. State issued a solicitation identified as 2000015977, Professional Services for Construction Testing and Inspection on **June 28, 2024,** for **Geotechnical, Concrete Testing and Inspection, Masonry Testing and Inspection, Structural Steel Testing and Inspection, Pavement Testing and Inspection, Window/Curtainwall Testing and Inspection, Roofing/Waterproofing Testing and Inspection, Fireproofing/Firestopping Testing and Inspection, Sealant Pull tests, Fluid-Applied Vapor Barrier Testing, Phase I and II Archaeological Resources Investigations, Phase I and II Environmental Investigation and Remediation Services**. Continuously Open RFP ("Solicitation");
4. Consultant provided a response to the Solicitation indicating its interest in and ability to provide the services requested in the Solicitation; and
5. The Consultant represents that it is duly qualified and agrees to perform services described in this master contract and performed under work order contracts to the satisfaction of the State.
6. Subsequent to an evaluation in accordance with the terms of the Solicitation and negotiation, the Parties desire to enter into a contract.

Accordingly, the Parties agree as follows:

Master Contract

1 Term of Master Contract

1.1 ***Effective Date*:** the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. **The Consultant must not accept work under this Master Contract until this Master Contract is fully executed and the Consultant has been notified by the State's Authorized Representative that it may begin accepting Work Order Contracts.**

1.2 ***Work Order Contracts.*** The term of work under work order contracts issued under this master contract may not extend beyond the expiration date of this master contract.

1.3 ***Expiration Date*: August 31, 2029.**

1.4 ***Survival of Terms*.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

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2 Scope of Work

The Consultant, who is not a state employee, may be requested to perform any of the following services under individual work order contracts:

- **Geotechnical Services,**
- **Concrete Testing and Inspection,**
- **Masonry Testing and Inspection,**
- **Structural Steel Testing and Inspection,**
- **Pavement Testing and Inspection,**
- **Fireproofing/Firestopping Testing and Inspection.**

The Contractor understands that only the receipt of a fully executed work order contract authorizes the Contractor to begin work under this master contract. Any and all effort, expenses, or actions taken before the work order contract is fully executed is not authorized under Minnesota Statutes and is undertaken at the sole responsibility and expense of the Contractor. A sample work order contract is attached and incorporated into this master contract as Exhibit A.

The Contractor understands that this master contract is not a guarantee of a work order contract. The State has determined that it may have need for the services under this master contract but does not commit to spending any money with the Contractor.

3 Time

The Consultant must comply with all the time requirements described in work order contracts. In the performance of work order contracts, time is of the essence.

4 Consideration and Payment

4.1 ***Consideration***. The State will pay for all services satisfactorily performed by the Contractor for all work order contracts issued under this master contract. The total compensation of all work order contracts may not exceed **$1,000,000.00**. All costs will follow the Contractor's fee schedule attached as **Exhibit B** and incorporated into this agreement. The Contractor may revise its fee schedule **once a year after the execution date** of this Agreement. However, hourly rates may not exceed a **3%** increase each year. Revised fee schedules meeting the requirements of this section will be effective on the date received by the State.

Travel Expenses. There is no allowable travel or other reimbursable expenses for travel to Projects located **within 100 miles** roundtrip of the Responder's office location (accumulative mileage to and from site), the State ***will not*** pay for travel time. All such expenses are included in the Consultant's fee schedule of hourly rates.

On projects located **over 100 miles** round trip of the Responder's office location, the State ***will*** pay for travel time and Reimbursable Expenses per day for all work days (Monday through Sunday and State Holidays).

***Reimbursable Expenses*:** The State reserves the right to modify the allowable reimbursable expenses prior to execution of Work Order Contracts. In the event expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget. A copy of the Commissioner's Plan is available on the web at: at https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp. The Contractor will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written

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approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

Subconsultant and testing services, when approved by the State's Project Manager, will be negotiated as an additional service at one (1.0) times Responder's cost. There are no other allowable reimbursable expenses.

4.2. ***Payment***

(A) ***Invoices.*** The State will promptly pay the Consultant after the Consultant presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely no more frequently than monthly.

(B) **Retainage.** Under Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Consultant has satisfactorily fulfilled all the terms of the work order contract.

5 Conditions of Payment

All services provided by the Consultant under a work order contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Consultant will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives and Project Managers

The State's Authorized Representative for this master contract is Samantha Hicks, Contracts Specialist, 651.201.2389 or Eric Radel, Project Operations Manager, 651.201.2380 his/her successor, and has the responsibility to monitor the Contractor's performance.

The State's Project Manager will be identified in each work order contract.

The Consultant's Authorized Representative is P. Palanisami, 763.533.9534. If the Consultant's Authorized Representative changes at any time during this master contract, the Consultant must immediately notify the State.

The Consultant's Project Manager will be identified in each work order contract.

7 Assignment, Amendments, Waiver, and Contract Complete

7.1 ***Assignment.*** The Consultant may neither assign nor transfer any rights or obligations under this master contract or any work order contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this master contract, or their successors in office.

7.2 ***Amendments.*** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

7.3 ***Waiver.*** If the State fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or its right to enforce it.

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7.4 ***Contract Complete.*** This master contract and any work order contract contain all negotiations and agreements between the State and the Contractor. No other understanding regarding this master contract or work order contract, whether written or oral, may be used to bind either party.

8 Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations within this Master Contract and any Work Order Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

9 Indemnification

9.1 In the performance of this Master Contract and any Work Order Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

9.2 Nothing within this Master Contract and any Work Order Contract, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

10 State Audits

Under Minnesota Statute§ 16C.05, subdivision 5, the Consultant's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this master contract.

11 Government Data Practices and Intellectual Property

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Master Contract and any Work Order Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Master Contract and any Work Order Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

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If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

12 Intellectual Property Rights.

12.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

12.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Master Contract and any Work Order Contract.

12.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Master Contract and any Work Order Contract, and any derivatives of that intellectual property.

12.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Master Contract and any Work Order Contract. "Works" includes Documents.

12.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Master Contract and any Work Order Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Master Contract and any Work Order Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

12.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Master Contract and any Work Order Contract.

12.4 Obligations.

12.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Master Contract and any Work Order Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

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12.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

12.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Master Contract and any Work Order Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 Affirmative Action Requirements for Contracts in Excess of $100,000 and if the Consultant has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

The State intends to carry out its responsibility for requiring affirmative action by its Consultants.

13.1. Covered Contracts and Consultants. If the Contract exceeds $100,000 and the Consultant employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Consultant must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A Consultant covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

13.2. Minnesota Statute § 363A.36. Minnesota Statute § 363A.36 requires the Consultant to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

13.3. Minnesota Rule Parts 5000.3400-5000.3600.

(A) *General*. Minnesota Rule Parts 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Consultant's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

(B) *Disabled Workers*. The Consultant must comply with the following affirmative action requirements for disabled workers.

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(1) The Consultant must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Consultant agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(2) The Consultant agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(3) In the event of the Consultant's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Consultant's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(5) The Consultant must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Consultant is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

(C) *Consequences*. The consequences for the Consultant's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

(D) *Certification*. The Consultant hereby certifies that it is in compliance with the requirements of Minnesota Statute§ 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

14 Workers' Compensation and Other Insurance

Consultant certifies that it is in compliance with all insurance requirements specified in Exhibit D1.

Further, the Consultant certifies that it is in compliance with Minnesota Statute§ 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Consultant's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

15 Publicity and Endorsement

15.1 ***Publicity***. Any publicity regarding the subject matter of a work order contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Consultant individually or jointly with others, or any subconsultants, with respect to the program, publications, or services provided resulting from a work order contract.

15.2 ***Endorsement***. The Consultant must not claim that the State endorses its products or services.

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16 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract and/or any work order contracts, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

17 Payment to Subconsultants

(If applicable) As required by Minnesota Statute§ 16A.1245, the prime Consultant must pay all subconsultants, less any retainage, within 10 calendar days of the prime Consultant's receipt of payment from the State for undisputed services provided by the subconsultant(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subconsultant(s) on any undisputed amount not paid on time to the subconsultant(s).

18 Minnesota Statute§ 181.59 The vendor will comply with the provisions of Minnesota Statute § 181.59 which requires:

> Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Consultant agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Consultant, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no Consultant, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

19 Termination

19.1 ***Termination for Convenience***. The State or Commissioner of Administration may cancel this Master Contract and any Work Order Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

19.2 ***Termination for Breach.*** The State may terminate this Master Contract and any Work Order Contract, with cause, upon 30 days' written notice to Contractor of the alleged breach and opportunity to cure. If after 30 days, the alleged breach has not been remedied, the State may immediately terminate the Contract.

19.3 ***Termination for Insufficient Funding.*** The State may immediately terminate this Master Contract and any Work Order Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the

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decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

20 Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Consultant consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Consultant to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

21 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of $50,000, Consultant certifies that as of the date of services performed on behalf of the State, Consultant and all its subconsultants will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Consultant is responsible for collecting all subconsultant certifications and may do so utilizing the E-Verify Subconsultant Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subconsultant certifications must be kept on file with Consultant and made available to the State upon request.

22 Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Consultant certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

23 Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.

Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

24 Federal Funds.

24.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction or services under the Master Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

24.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Master Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

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25 Contingency Fees Prohibited.

Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

26 Schedule of Exhibits

The following exhibits are attached and incorporated into this Master Contract.

Exhibit A: Sample Work Order
Exhibit B: Fee Schedule
Exhibit C: Consultant's Qualifications
Exhibit D:

1. State Insurance Requirements
2. Consultant Certificate of Insurance

Exhibit E: Workforce and Equal Pay Declaration
Exhibit F: Certification Regarding Lobbying
Exhibit G: Not Used
Exhibit H: Not Used
Exhibit I: Affidavit of Noncollusion

Distribution:
Consultant
Agency
State's Authorized Representative

Signatures

Title	Name	Signature	Date
President	Swami Palanisami	Signed by: 05FF3506DD6B470...	October 29, 2024
Accounting Technician	Julie C. Ouradnik	DocuSigned by: 9417904E36A0440...	October 30, 2024
Construction Ops Mgr	Radel,Eric Alan	DocuSigned by: 6B7A6FF4AA554AB...	October 30, 2024
Contracts Specialist	Sherry Van Horn	DocuSigned by: 39BE997DB28140C...	October 30, 2024

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93994

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Exhibit A

State of Minnesota Professional and Technical Services Work Order Contract

SWIFT Contract Number:_____
Master Contract T-Number:_____

This Work Order Contract is between the State of Minnesota, acting through its Commissioner of Administration, **Real Estate and Construction Services, 309 Administration Building, 50 Sherburne Ave., St. Paul, MN 55155** ("State") and [Contractor] whose designated business address is [Contractor's business address] ("Contractor"). This Work Order Contract is issued under the authority of Master Contract T-Number [####], SWIFT Contract Number [####], and is subject to all provisions of the Master Contract which is incorporated by reference.

Contract

1. **Term of Contract**
   1.1 **Effective date.** The date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2. **The Contractor must not being work under this contract until this contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin work.**

   1.2 **Expiration date.** [Spell out full date (e.g., March 31, 2020)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. **CONSULTANT's Duties**

The CONSULTANT shall perform all duties described in this Contract to the satisfaction of the State.

The CONSULTANT, who is not a state employee, will perform [FILL IN BRIEF DESCRIPTION OF CONSULTANT DUTIES], including the duties identified in attached Exhibit [A], dated [Month Day, Year], which is incorporated by reference and made a part of this Work Order. No terms and conditions of the CONSULTANT's proposal will be construed to modify, diminish or derogate the terms and conditions of this Work Order.

3. **Consideration and Payment**
   3.1 Consideration. The State will pay for all services performed by the CONSULTANT under this work order contract as follows:

   3.1.1 **Compensation**. Compensation in an amount not to exceed [## CONSULTANT FEE], as provided in attached Exhibit [A], dated [Month Day, Year] which is incorporated by reference and made a part of this Work Order and in accordance with Master Contract No. [Master Contract T-Number [####], SWIFT Contract Number [####]], fee schedule on file with the STATE.

   3.1.2 **Travel Expenses**. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this Work Order Contract will not exceed $[##]. In the event these expenses are reimbursed, they shall be reimbursed in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated in the contract by reference. A copy of the Commissioner's Plan is available on the Web at: http://www.mmb.state.mn.us/comp-commmissioner (click on "Commissioner's Plan" in the right side column). The CONSULTANT will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received

SAMPLE

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the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

3.1.3 **Total Obligation**. The total obligation of the State for all compensation and reimbursements to the Contractor under this Work Order Contract will not exceed $[##]. [This must be the combined total of compensation and travel expenses, if applicable.]

3.2 **Invoices**. The State will promptly pay the CONSULTANT after the CONSULTANT presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced service, pursuant to clause 4.2 of Master Contract [Master Contract T-Number [####], SWIFT Contract Number [####]]. Invoices must be submitted timely and according to the following schedule:

CONSULTANT shall use the STATE's "Pay Request Form for Consultant" to request payment for services. Pay Request Forms shall identify hours worked, services performed, and detailed information on reimbursable expenses. A Pay Request Form shall be submitted monthly for work completed and shall be marked as a partial or final billing. A copy of the Pay Request Form is available on the Web at: http://mn.gov/admin/business/vendor-info/construction-projects/manuals-guidelines-forms/forms/index.jsp

4. **Project Managers/Authorized Representative:**

The STATE's Authorized Representative for the purposes of administration of this work order is [name, telephone number]. T Such representative shall have final authority for acceptance of CONSULTANT's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted for payment.

The CONSULTANT's Authorized Representative for the purposes of administration of this Work Order is [name, telephone number]. If the CONSULTANT's Project Manager changes at any time during this work order contract, the CONSULTANT must immediately notify the State.

5. If the final product of the contract is a written report, the Consultant must file a copy with the State of Minnesota Legislative Reference Library in accordance with Minnesota Statute 16C.08 Sub. 6. One (1) electronic copy (Word, PDF, URL) to reports@lrl.leg.mn and two (2) print copies to:

Legislative Reference Library
645 State Office Bldg.
100 Rev. Dr. MLK Jr. Blvd.
St. Paul, MN 55155

[IF CONTRACT WILL EXCEED $50,000, THE FOLLOWING CLAUSE MUST BE INCLUDED if not already included in Master Contract:]

Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)

The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

IN WITNESS WHEREOF, the parties have caused this Work Order to be duly executed intending to be bound thereby.

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[The number of signatures required for your work order depends on the number required by the Department of Administration's master contract certification form.]

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EXHIBIT B

Construction Engineering Laboratory, Inc.

Pricing Estimate for Field Quality Control Work, Testing & Special Inspections

Client		Phone			
Address		Fax			
Project		Email			
Location			Miles (Round-Trip)		
Plans					
Soils					
Scope					

PRECONDITION & VIBRATION MONITORING	Trips	Est.	Unit	Unit Cost	Total Cost
1. Precondition surveys site visit			hrs	$85.00	$0.00
2. Equipment Rental			each	$500.00	$0.00
3. Technician - Vibration Monitoring (Time)			hrs	$85.00	$0.00
4. Vibration Equipment Rental			week	$325.00	$0.00
EARTHWORK	**Trips**	**Est.**	**Unit**	**Unit Cost**	**Total Cost**
1. Technician - Observation of excavation, approve bottom via DCP / Nuclear gauge		0	hrs	$80.00	$0.00
2. Technician - Compaction testing on fill material via nuclear gauge / sand cone		0	hrs	$80.00	$0.00
3. Technician - Steel Drive Pile, Micro Pile, Rammed Aggregate Pier, & Helical Anchor		0	hrs	$85.00	$0.00
4. Technician - Verify Sub-grade compaction Roll Test		0	hrs	$80.00	$0.00
5. Standard / Modified Proctor (ASTM D698 / D1557)			Each	$250.00	$0.00
6. Gradations - Fill & Class V ASTM			Each	$250.00	$0.00
CONCRETE	**Trips**	**Est.**	**Unit**	**Unit Cost**	**Total Cost**
1. Technician - Field obs. of pull-out testing on post installed concrete anchors		0	hrs	$80.00	$0.00
2. Technician - Field obs. Post installed concrete anchors. Adhesive, chemical, mechanical		0	hrs	$90.00	$0.00
3. Technician - Field Observations Post-Tensioned tendons and stressing		0	hrs	$85.00	$0.00
4. Curing, handling, strength tests of concrete cylinders or beams Sets of 4		0	Each	$35.00	$0.00
MASONRY	**Trips**	**Est.**	**Unit**	**Unit Cost**	**Total Cost**
1. Technician - Field obs. of masonry construction, sampling of materials		0	hrs	$80.00	$0.00
2. Curing, handling and strength testing of masonry grout "cubes"			Each	$35.00	$0.00
3. Curing, handling and strength testing of mortar cylinders / cubes			Each	$35.00	$0.00
4. Masonry Prism Test (ASTM C1314) 1/5000 SF wall			Each	$300.00	$0.00
STEEL & CONNECTORS	**Trips**	**Est.**	**Unit**	**Unit Cost**	**Total Cost**
1. AWS/NDT Technician - Observations, reports welded / bolted connections			hrs	$95.00	$0.00
2. Technician - Field observations of Spray Applied Fireproofing & Firestopping			hrs	$90.00	$0.00
3. Technician - Field observations of Wood Framing, Shear wall Connections & EIFS		0	hrs	$90.00	$0.00
BITUMINOUS	**Trips**	**Est.**	**Unit**	**Unit Cost**	**Total Cost**
1. Technician - Field obs. & compaction testing			hrs	$80.00	$0.00
2. Coring, Smoothness, Density, Specific Gravity, & Lab Tests			Each	$500.00	$0.00
PROJECT MANAGEMENT & COORDINATION	**Trips**	**Est.**	**Unit**	**Unit Cost**	**Total Cost**
1. Administrative Time - Report forms, faxing, coping, mailing			hrs	$75.00	$0.00
2. Registered Engineer supervision & report approval			hrs	$180.00	$0.00
3. Trip Mileage	0	0	Mile	$0.75	$0.00
TOTAL, T & M ESTIMATE FOR ALL TESTING SCOPE ITEMS					**$0.00**

Our cost estimate matrix is an estimated number of trips and tests required for your project based on supplied site plans and specifications. A construction schedule was NOT supplied, as a result, quantities may change. Our estimate meets the defined requirements stated in the supplied material, actual number of hours and tests may vary. the amount of testing can vary depending on the contractors work schedule. For economical reasons, the number of trips can be reduced to fit your needs. Our final cost will be based on amount of work performed at unit rates provided above.

Construction Engineering Laboratory, Inc. Marc Carnahan marc_c@cel-inc.com
5661 International Parkway, Minneapolis, MN 55428, Phone 612-221-7372 Fax 763-533-9586

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Exhibit C

CONSTRUCTION TESTING AND INSPECTION SERVICES RFP- EXHIBIT A

Name of Firm: Construction Engineering laboratory, Inc. Proposal Dated 09/20/2024

Responder shall indicate by checking the boxes below the categories of tests and inspections for which the firm is qualified.

***Attach project experience and reference information for each bolded category of service selected; a minimum of three (3) project references for each bolded category of service selected is required (see RFP Selection Process items 2 and 3 for further information).**

Geotechnical Services

- [X] Pre-construction Soil Exploration and Testing
- [ ] Percolation Tests, Recommendations for Septic Systems
- [X] Foundation and Pavement Design Recommendations
- [X] Observation and Testing of Existing Soils during Excavation and Grading
- [X] Laboratory Testing of Proposed Fill Material
- [X] Observation and Testing of Fill and Backfill for Moisture, Compaction
- [X] Other Organic Content, Grain size analysis

Concrete Testing and Inspection Services

- [X] Concrete, Grout Mix Design
- [X] Observe and Document Formwork Construction
- [X] Observe and Document Placement of Reinforcing Steel
- [X] Slump, Temperature, and Air Entrainment Tests of Fresh Concrete
- [X] Cast, Cure and Test Concrete Cylinders for Compressive Strength
- [ ] Other_____

Masonry Testing and Inspection Services

- [X] Mortar, Masonry Fill Mix Design
- [X] Laboratory Tests on Masonry Prisms
- [X] Laboratory Test of Mortar and Core-fill for Compressive Strength and Bond Strength
- [X] Special Inspection of Structural Masonry Construction (Continuous____/ Periodic____)
- [ ] Other_____

Structural Steel Testing and Inspection

- [X] Strength Testing of Embedded Bolts
- [X] Observe and Test Welded and Bolted Connections during Structural Steel and Precast Concrete Erection
- [X] Observe and Test Welding and Screw Fastening during Metal Deck Installation
- [ ] Other_____

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Pavement Testing and Inspection

- [X] Observe and Test Rolling Operations on Subgrade Soils
- [X] Field and Laboratory Tests on Aggregate Base
- [X] Field and Laboratory Tests during Bituminous Paving (Continuous **X** /Periodic **X**)
- [ ] Other_____

Fireproofing / Firestopping Testing and Inspection

- [X] Test Installed Spray-on Fireproofing for Thickness, Density, Adhesion
- [X] Observe and Document Installation of Fire-Resistive Joint Systems
- [ ] Other_____

Other

- [ ] Window/Curtain Wall Testing and Inspection
- [ ] Roofing/Waterproofing Testing and Inspection
- [ ] Sealant Pull Tests
- [ ] Fluid-Applied Vapor Barrier Testing

Phase I Archaeological Resources Investigation

- [ ] Determine whether cultural resources are present within the project area, and whether these resources are potentially eligible for the National Register of Historic Places (NRHP).
- [ ] All field methods and reporting of the Phase I Archaeological Resources Investigation will comply with the Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- [ ] If an archaeological site is found, wash, analyze, and catalogue all recovered artifacts. Laboratory and curation procedures will follow appropriate standard guidelines
- [ ] Curate the artifacts at the Minnesota Historical Society under Contractor's curation agreement. Contractor's lab director will ensure that the cataloging and curation meet the requirements of Minnesota's repository guidelines.
- [ ] Other_____

Phase II Archaeological Resources Investigation

- [ ] Excavate and document designated features in accordance with Minnesota State Historic Preservation Office guidelines as well as federal guidelines, and will meet the requirements of the Secretary of the Interior's Standards.
- [ ] Record excavation data on standardized forms and in the log book of the principal investigator including location and methods of testing; the numbers, types, and locations of recovered cultural materials; the depth and thickness of excavated soil layers; soil textures and inclusions; and soil color according to Munsell color charts.
- [ ] Take up to 5 radiocarbon samples if suitable materials are encountered and complete standard radiometric analysis.
- [ ] Clean, catalogue, label and bag all recovered artifacts in accordance with professional standards and submit recovered materials to the Minnesota Historical Society for curation.
- [ ] Other_____

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Phase I Environmental Investigation

- ☐ Complete a Phase I Environmental Site Assessment in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #8.
- ☐ Conduct a visual (existing structures) assessment for typical suspect asbestos containing materials (ACM).
- ☐ Assess the presence of PCBs at the subject site.
- ☐ Collect and evaluate available historical information to determine if evidence exists indicating an existing release, a past release, or a material threat of a release of hazardous substances, hazardous materials or petroleum products to the Property.
- ☐ Other_____

Phase II Environmental Investigation

- ☐ Prepare a workplan the Phase II Investigation in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #11 to determine if potential sources of contamination identified during the Phase I Investigation are causing a release or threatened release of hazardous substances, contaminants or pollutants to the soil, surface water and ground water on the property in question.
- ☐ Prepare a site safety and contingency plan in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Document #10.
- ☐ Conduct Phase II Environmental Investigation in accordance with approved work plan and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- ☐ Other_____

Remediation Services

- ☐ Prepare and, upon approval, implement the Response Action Plan (RAP) and in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- ☐ Following completion of the RAP, prepare an Implementation Report for submission to the MPCA for review and approval in a manner consistent with the American Society of Testing and Materials standard for a Phase I ESA and the Minnesota Pollution Control Agency Voluntary Investigation and Cleanup Program Guidance Documents.
- ☐ Other_____

Comments:

A. Describe Responder's qualifications, including unique qualifications:

Construction Engineering Laboratory (CEL) staff includes registered professional engineers and certified engineering technicians. CEL engineering technicians are ICC certified special inspectors for reinforced concrete, structural masonry, structural steel, welding and spray-applied fireproofing. In addition, CEL engineering technicians are ACI, MN/DOT and AWS certified. Testing and inspection services are provided and conducted in accordance with current ICC, ASTM and/or MN/DOT Standards.

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B. For <u>each</u> bolded category of service checked, a minimum of three (3) project references is required (pass/fail). Include the following for each project reference:

1. **Project title**
2. **Scope**
3. **Dates started and completed**
4. **Name and number of years experience of Responder's staff member supervising the project (must be minimally 5 years of experience and must be registered or certified in the State of MN)**
5. **Client's company name, mailing address**
6. **Client's contact person name, position title, telephone and fax numbers**

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

GEOTECHNICAL ENGINEERING SERVICES

PROJECT:
MPHA Family Housing Expansion
16 Scattered Sites
Minneapolis, MN

Geotechnical Engineering Analysis & Report

Project Cost:
$16 Million

CLIENTS:
Minneapolis Public Housing Authority
1001 Washington Avenue North
Minneapolis, MN 55401
Ms. Melissa Lisbon
P: 612-900-8524

Frerichs Construction
3600 Labore Rd#8
St. Paul, MN 55110
Mr. Grant Varo
P: 651-717-4025

Project Duration:
Started: January 2023
Completed: November 2023

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Building 84 new, deeply affordable family homes in 16 "missing middle" apartment buildings across Minneapolis, FHEP is MPHA's largest new construction project in more than two decades. The project includes 26 two-bedroom and 58 three-bedroom homes assembled in small buildings that each contain either four or six units. 16 units accessible to residents with disabilities, as well as 17 units for high-priority homeless households with services funded through Hennepin County's Coordinated Entry program. Most sites are located near transit, green space and trail systems and include access to employment opportunities, schools, and commercial areas.

SERVICES PROVIDED:
Soils density testing, concrete reinforcing observations, plastic concrete observations and tests, and concrete compressive strength tests, field observations of wood framing, shear wall connections & EIFS, compaction testing, masonry observation and testing.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

GEOTECHNICAL ENGINEERING SERVICES

PROJECT:
The Ansel Residences
3500 Rice St,
Vadnais Heights, MN 55126

Geotechnical Engineering Analysis & Report

PROJECT COST:
$25 MILLION

CLIENTS:
Mr. Mike Pokorney
Bader Development
3020 France Ave. S.
Saint Louis Park, MN 55416

Frana Companies
633 Second Avenue South
Hopkins, MN 55343

Project Duration:
Started: February 2023
Completed: June 2024

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Step into nature while living at this class A+ luxury property located on the shores of Vadnais Lake. Comprised of 176 units, ranging from studio and alcove to two-bedrooms plus den, The Ansel has a wide array of floorplan options. Take advantage of the beautiful landscape surrounding the building with breathtaking views and direct access to the Vadnais Snail Lakes Regional Park Trail system. The Ansel's exceptional amenities allow residents to take in the natural vistas from the comfort and warmth of the indoors. Amenities include: a pet grooming station and dog run, car wash, sports lounge, club room, lobby lounge, resort style pool and lounge area with a spa tub, and a top-of-the-line, expansive fitness center. The Ansel is immersed in nature while only minutes from major retailers and restaurant options.

New construction of an apartment complex with six stories of units over two levels of parking. Concrete footings, slab foundation walls, columns supporting three levels of post-tensioned decks (4 pours/level) with precast tip-up walls and wood framing. Masonry infill walls with structural steel welded and bolted framing. Civil sitework included, utilities, curb, aprons, walks.

SERVICES PROVIDED:
Soils bearing capacity, earthwork observations, compaction testing, concrete reinforcing observations, post-tensioning tendon placement and subsequent stressing, plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections, post-installed anchors observations and firestopping observations.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

GEOTECHNICAL ENGINEERING SERVICES

PROJECT:
Silver Lake Road
3800 Silver Lake Rd NE
St Anthony, MN 55421

Geotechnical Engineering Analysis & Report

PROJECT COST:
$3 MILLION

CLIENTS:
Mr. Jay Tutt
VSI 360Construction and Facility Solutions
8780 Valley Forge Ln N,
Maple Grove, MN 55369

Construction Period:
Started: May 2023
Completed: June 2023

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Geotechnical exploration, subsurface soil remediation, utility installation, building pad preparation including compaction testing and proof roll observation.

SERVICES PROVIDED:
Observing the soils exposed within the building pads, parking lot and utility placement. Performing shallow hand auger borings and test pits to aid in evaluating localized subsurface soil conditions. Verifying soils bearing capacity to subgrade level. Performing compaction tests within the fill and backfill placed to establish site grades in the designated building pad and utilities. Evaluating parking lot subgrade for heavy duty support of over 33,000 lbs. GVW.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

GEOTECHNICAL ENGINEERING SERVICES

PROJECT:
3126 Minnehaha Project
3126 Minnehaha Ave,
Minneapolis, MN 55406

Geotechnical Engineering Analysis & Report

Project Cost:
$2 Million

CLIENTS:
Alex Brogle
Aberdeen Companies
7972 Victoria Drive #175,
Victoria, MN 55386

Project Duration:
Started: April 2022
Completed: October 2022

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
New construction of a 44-unit multi-family housing project. Four levels, 1 level below grade, of units. Concrete strip footing and foundation walls supporting wood framing levels 1 to 3. Soils compaction during wall backfill, under slab and utility placement. Special Inspections and Testing Schedule Soils, Concrete, Exterior Insulation (EIFS), Fire-Resistant Penetrations and Joints.

SERVICES PROVIDED:
Earthwork observations, compaction testing, concrete reinforcing observations, plastic concrete observations and tests, concrete compressive strength tests.

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CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

CONCRETE TESTING & INSPECTION SERVICES

PROJECT:
Portland & Washington Tower
O2 Luxury Tower
250 Portland Avenue, Minneapolis, MN 55415

Concrete testing & Inspection Services

PROJECT COST:
$145 Million

CLIENTS:
Mr. Christopher Sherman
O2 Minneapolis LLC
233 Park Avenue Suite 201
Minneapolis, MN 55415

Kraus Anderson
501 S 8th St,
Minneapolis, MN 55404

CONSTRUCTION PERIOD:
Started: May 2022
Completed: June 2024

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Portland & Washington Tower is in the Mill District neighborhood of Minneapolis with breathtaking views of both downtown and the Mississippi River. O2 is a 22-story mixed-use development with 240 luxury market-rate apartment homes and 5,500 square feet of street-level commercial space located on the high traffic Washington Avenue corridor. Constructed using drilled concrete piers with the 22 levels of post tensioned concrete over the top of the foundations

SERVICES PROVIDED: drilled concrete piers installation observations, earthwork observations, compaction testing, concrete reinforcing observations, post-tensioning tendon placement and subsequent stressing, non-structural masonry observations, plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections, intumescent paint fire-proofing observations, NFPA 285 conformance and firestopping observations.

5661 International Parkway ◆ Minneapolis, Minnesota 55428 ◆ (763) 533-9534 ◆ FAX (763) 533-9586
E-mail: marc_c@cel-inc.com

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CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

CONCRETE TESTING & INSPECTION SERVICES

PROJECT:
Wirth on the Wood –
The Theodore
2840 N Wayzata Boulevard,
Minneapolis, MN 55405

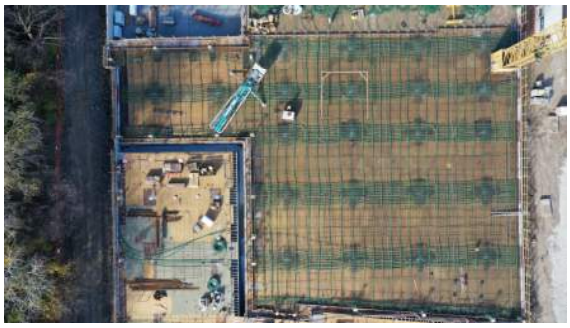
Concrete testing & Inspection Services

PROJECT COST:
$52 Million

CLIENTS:
Mr. Ryan Meissner
Frana Companies
633 Second Avenue South
Hopkins, MN 55434

CONSTRUCTION PERIOD:
Started: July 2022
Completed: May 2023

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381



PROJECT DESCRIPTION:
Wirth on the Woods is a senior housing campus in the Bryn Mawr neighborhood in Minneapolis adjacent to Theodore Wirth Park. The development includes two 55+ living communities, The Theodore, and The Eloise, both of which are 100 units of affordable 55+ housing in six-story buildings. These properties also share amenities, including an outdoor courtyard, garden, and greenhouse. Constructed with two levels of post tensioned concrete including an underground level of parking with wood framing continuing to the sixth floor.

SERVICES PROVIDED: Aggregate pier installation observations, earthwork observations, compaction testing, concrete reinforcing observations, post-tensioning tendon placement and subsequent stressing, masonry observations, plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections, and cold-formed steel wall assembly observations.

5661 International Parkway ◆ Minneapolis, Minnesota 55428 ◆ (763) 533-9534 ◆ FAX (763) 533-9586
E-mail: marc_c@cel-inc.com

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CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

CONCRETE TESTING & INSPECTION SERVICES

PROJECT:
Endeavor Training Simulators 10 & 11
Spectrum Commerce Center
1000 Blue Gentian Road
Eagan, MN 55212

Concrete testing & Inspection Services

PROJECT COST:
$22 Million

CLIENT:
Mr. Bjorn Anderson
Watson-Forsberg
6465 Wayzata Boulevard
Suite 110
Minneapolis, MN 55426

CONSTRUCTION PERIOD:
Started: February 2023
Completed: March 2023

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
The training center recently underwent a 50,000 square-foot expansion to make space for Endeavor's Flight Operations and Inflight Training departments and three additional CRJ full-flight simulators. Large concrete footings and other reinforcement went into the expansion to secure the large training simulators and to reshape the layout of the building to accommodate them.

SERVICES PROVIDED:
Soil compaction and density testing, concrete reinforcing observations, CMU masonry reinforcing observations, plastic concrete observations and tests, and concrete compressive strength tests.

5661 International Parkway ◆ Minneapolis, Minnesota 55428 ◆ (763) 533-9534 ◆ FAX (763) 533-9586
E-mail: marc_c@cel-inc.com

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CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

CONCRETE TESTING & INSPECTION SERVICES

PROJECT:
Northland Center Parking Ramp Structural Rehabilitation 2022 to 2024
3500-3600 American Blvd West,
Bloomington, MN 55431

Concrete testing & Inspection Services

PROJECT COST:
$8 Million

CLIENT:
Palanisami & Associates, Inc
5661 Internation Parkway
Minneapolis, MN 55428

Owner:
Cushman & Wakefield U.S., Inc.
3500 American Blvd W.
Suite 200
Bloomington, MN, 55435

CONSTRUCTION PERIOD:
Started: August 2022
Completed: Current

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
The parking garage accommodates a large business and needs yearly repairs. New concrete driveways, ramps, retaining walls, column repairs, etc. are performed yearly to keep the garage is good operating shape.

SERVICES PROVIDED:
Concrete reinforcing observations, plastic concrete observations and tests, and concrete compressive strength tests, post-tensioning tendon placement and subsequent stressing.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

MASONRY TESTING & INSPECTION SERVICES

PROJECT:
700 Central Phase II
119 7th Street SE,
Minneapolis, MN

Masonry testing & Inspection Services

PROJECT COST:
$30 Million

CLIENTS:
Mr. Mike Pokorney
Bader Development
3020 France Avenue South
Saint Louis Park, MN 55416

CONSTRUCTION PERIOD:
Started: May 2022
Completed: March 2023

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Plans for the second phase include a six-story building with 71 residential units. The building will be constructed on top of an existing two-story parking garage, which was also constructed in 2014, that was originally designed with the intentions that a six-story building would eventually be built on top of it.

SERVICES PROVIDED:
Pier observations, soils bearing capacity, concrete reinforcing observations, masonry observations, plastic concrete observations and tests, concrete compressive strength tests, post-tensioning tendon placement and subsequent stressing, structural steel bolted and welded connections, and fire-stopping observations.

Docusign Envelope ID: 240B8BF6-DA4D-4F1D-BF03-F2039F9AB590

CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

MASONRY TESTING & INSPECTION SERVICES

PROJECT:
Clear Sky (Hillside Heights)
10730 175th Avenue NE,
Elk River, MN 55330

Masonry testing & Inspection Services

PROJECT COST:
$19 Million

CLIENTS:
Mr. Chad Zess
Frana Companies
633 Second Avenue South
Hopkins, MN 55343

CONSTRUCTION PERIOD:
Started: February 2023
Completed: October 2023

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Hillside Heights will add 52 homes of essential family housing to an area with job opportunities and convenient access to services. A portion of homes will be subsidized and set aside for special needs households. Core fill bond beams were installed to help retain the structural integrity of the building for years to come.

SERVICES PROVIDED:
Earthwork observations, soils bearing capacity, compaction testing, concrete reinforcing observations, masonry observations, plastic concrete observations and tests, concrete compressive strength tests, post-installed anchors observations, structural steel bolted and welded connections and fire-stopping.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

MASONRY TESTING & INSPECTION SERVICES

PROJECT:
Tyler Street Stacks
1180 Tyler Street NE, Minneapolis, MN 55413

Masonry testing & Inspection Services

PROJECT COST:
$24 Million

CLIENTS:
Mr. Mike Pokorney
Bader Development
3020 France Avenue South
Saint Louis Park, MN 55416

CONSTRUCTION PERIOD:
Started: June 2022
Completed: October 2023

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Tyler Street Stacks is a multi-development and is ideally located just west of Interstate 35W. The plans for the project included a six-story building that would be home to 129 apartments, 4,995 square feet of ground floor production space and 102 indoor parking spaces.

SERVICES PROVIDED:
Concrete reinforcing observations, masonry observations, plastic concrete observations and tests, concrete compressive strength tests, post-installed anchors observations, structural steel bolted and welded connections, and fire-stopping observations.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

MASONRY TESTING & INSPECTION SERVICES

PROJECT:
Goldenrod Glen
19677 Station St NW
Big Lake, MN 55309
Masonry testing & Inspection Services

PROJECT COST:
$24 Million

CLIENTS:
Bill Lightner
AEON
901 N. 3rd Street #150,
Minneapolis, MN

CONSTRUCTION PERIOD:
Started: January 2024
Completed: Under Construction, Winter 2024

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
A new construction project will create 74 affordable homes for seniors in Big Lake, Minnesota. The property, Goldenrod Glen, will be located across the street from the NorthStar Line's Big Lake Station. It will have a mix of one- and two-bedroom homes, a community room and outdoor space.

SERVICES PROVIDED:
Concrete reinforcing observations, masonry observations, plastic concrete observations and tests, concrete compressive strength tests, post-installed anchors observations, structural steel bolted and welded connections, and fire-stopping observations. Earth work observations and compaction testing.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

Structural Steel Welded and Bolted Connections
Testing & Inspection Services

PROJECT:
Rosemount Armory
13865 S Robert Trail,
Rosemount, MN 55068

Structural Steel Welded and Bolted Connections Testing & Inspection Services

CLIENTS:
Mr. Justin Skoglund
State of Minnesota
Department of Military Affairs
Facilities Management Office
15000 Highway 115
Little Falls, MN 56345-4173

PROJECT COST:
$24 Million

CONSTRUCTION PERIOD:
Started: May 2024
Completed: Under Construction

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Replace windows and exterior doors to force protection standards. Install bottle filling drinking fountains. Replace/repair wall, ceiling, and floor finishes. Replace interior doors and hardware. Install fire protection system and mass notification system. Update electrical system to current code. Update/expand kitchen. Improve internet connectivity throughout the building. Reconfigure interior walls as required. Energy Efficiency, Replace HVAC with energy efficient system. Install programmable HVAC controls. Install insulation as required to meet current standards. Replace existing lighting with LED. Replace water heater(s). Replace plumbing fixtures with low flow. Remove all through-wall and window air conditioning units. Construction Make building ADA compliant (access, latrines). Expand locker rooms and latrines to meet occupancy requirements. Construct section storage areas. Expand arms vault Increase unit storage to current allocation. Construct multi-purpose training area/classroom. Building Exterior, Improve drainage around the facility. Upgrade exterior lighting with LED, replace sidewalks as needed, Install led lighting in military vehicle storage compound., Tuck-point and replace brick as required.

SERVICES PROVIDED:
Earthwork observations, compaction testing, concrete reinforcing observations, post-tensioning tendon placement and subsequent stressing, non-structural masonry observations, plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

Structural Steel Welded and Bolted Connections
Testing & Inspection Services

PROJECT:
2023 BC/TL OI P1 NEND
MSP International Airport

Structural Steel Welded and Bolted Connections Testing & Inspection Services

PROJECT COST:
$525 Million

CLIENTS:
Mr. JB Kennedy
Kraus Anderson
501 S 8th St, Minneapolis,
MN 55404

CONSTRUCTION PERIOD:
Started: 2016
Completed: Ongoing, Expected in 2025

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Expansion and modernization of all levels in the pre-security areas of Terminal 1. Expanded the terminal 15 feet across the entire non-secure entrance side of Terminal 1 to improve public seating, vestibules, curbside, passenger flow, and sight lines. Consolidated checkpoints at each end of terminal to improve passenger movements and throughput. Improved passenger movements with central elevators and escalators, and new terminal exits to baggage claim. Implementation of technologies to map lobby activity and to display security wait times to improve passenger flow efficiencies, and customize messaging for security, airline, and other travel partners. New and modernized ticketing and check-in operations. Added new restrooms, lighting, Terrazzo flooring, and seating on all levels. Replacement of all baggage carousels on the Arrivals Level with larger systems to accommodate current and future demand.

SERVICES PROVIDED:
Renovation of existing structure. Concrete columns wrap, floor infills, topping and civil curb and walk. CFRP testing. Structural steel framing with welded and bolted connections. Civil activities include curb, apron, sidewalk. Structural Steel railings.

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CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

Structural Steel Welded and Bolted Connections
Testing & Inspection Services

PROJECT:
MTL Warehouse
Troy Lane, Dayton, MN

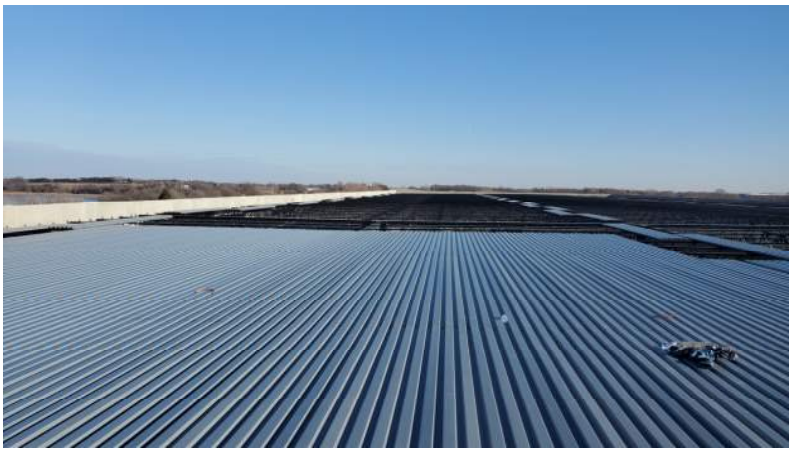
Structural Steel Welded and Bolted Connections Testing & Inspection Services

PROJECT COST:
$8 Million

CLIENTS:
Haugo Geotechnical Services
2825 Cedar Ave
Minneapolis, MN, 55407

CONSTRUCTION PERIOD:
Started: December 2023
Completed: July 2024

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381



PROJECT DESCRIPTION:
Four steel constructed warehouse buildings. Constructed with both welded and bolted connections. Welded and bolted beams and bar joists were installed along with other structural steel connections to secure the buildings.

SERVICES PROVIDED:
Structural steel bolted and welded connections inspections.

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CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

Structural Steel Welded and Bolted Connections Testing & Inspection Services

PROJECT:
4TH and Marquette Baker Ramp
Downtown Auto Park

Structural Steel Welded and Bolted Connections Testing & Inspection Services

CLIENTS:
Palanisami & Associates
5661 International Parkway
New Hope, MN 55428

CONSTRUCTION PERIOD:
Started: April 2010
Completed: Ongoing

PROJECT COST:
$500,000 Annually

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Existing parking garage renovations, including new head steel, concrete patches, including both full depth repairs and partial depth patches.

SERVICES PROVIDED:
plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

PAVEMENT TESTING & INSPECTION SERVICES

PROJECT:
Farwell Yard / Esox House
150 West Water Street
Sain Paul, MN 55107

Pavement testing & Inspection Services

PROJECT COST:
$48 Million

CLIENTS:
Mr. Nic Paquin
Frana Companies
633 Second Avenue South
Hopkins, MN 55343

CONSTRUCTION PERIOD:
Started: February 2023
End: April 2024

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Discover Esox House, a riverside residence featuring views of Harriet Island and offering spacious studio, one-, and two-bedroom apartment homes. Located in the Farwell on Water district, this creative community in St. Paul is home to artists, professionals, and distinct dwellings. Boasting a diverse range of curated amenities, from the state-of-the-art fitness center to serene outdoor retreats, you can find a perfect blend of creativity and relaxation. Elevate your everyday with premium in-home features such as sleek stainless appliances or modern fixtures blending that embody refined sophistication. Find your own personal sanctuary, where creativity blooms and tranquility reigns at Esox House. 5-story, 221 Market Rate Apartments, constructed of cast-in place concrete, masonry, precast concrete, and wood framing. Level one consists of slab on grade parking plaza, resident amenities, and apartment units. Amenities include fitness, wi-fi lounge, plaza patio.

SERVICES PROVIDED:
Aggregate pier installation observations, earthwork observations, compaction testing, concrete reinforcing observations, structural masonry observations, plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections, spray applied fire-proofing observations and, post-installed anchors observations.

SPECIAL FEATURES:
The sitework included extraction and gradation of bituminous mixes placed. Pavement density was completed by core method and Specific Gravity.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

PAVEMENT TESTING & INSPECTION SERVICES

PROJECT:
Frana Trust Plant
15790 Canada Cir,
Rosemount, MN 55068

Pavement testing & Inspection Services

PROJECT COST:
$7 Million

CLIENTS:
Mr. Chad Zess
Frana Companies
633 Second Avenue South
Hopkins, MN 55343

CONSTRUCTION PERIOD:
Started: October 2022
End: July 2024

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
The single-story structure consists of a 56,220 square foot factory floor and a 3,558 square foot administrative office area for a total building area of 59,778 square foot. It will be Type II-B construction, non-combustible, fully sprinkled. Concrete Frost footings and foundation walls. Steels stud exterior walls with metal roof deck. Slab on grade over sand cushion. Civil site work includes utilities, parking lot subgrade and concrete apron.

SERVICES PROVIDED:
Earthwork observations, compaction testing, concrete reinforcing observations, plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections, double-ring infiltrometer test, bituminous testing.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

PAVEMENT TESTING & INSPECTION SERVICES

PROJECT:
Currie Commons
1475 Currie Avenue West,
Minneapolis, MN 55405

Pavement testing & Inspection Services

PROJECT COST:
$65 Million

CLIENTS:
Mr. Colin Pechacek
Frana Companies
633 Second Avenue South
Hopkins, MN 55343

Wellington Management, Inc.
1625 Energy Park Dr,
St Paul, MN 55108

CONSTRUCTION PERIOD:
Started: September 2022
End: January 2024

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Ernestine Apartments is a six-story housing complex with levels 2 & 3 elevated post-tension deck with wood framing above and a transformational housing development for residents and the surrounding community featuring 187 units of affordable housing with rent and income levels set between 30 and 60 percent AMI. Residential amenity spaces front both Irving and Currie Avenues to enhance the pedestrian experience, and the third-floor amenity deck offers a beautiful view of the Minneapolis skyline. It has expansive rooftop deck with grills, futsal court on 3rd floor amenity deck, events room, well-equipped fitness studio, outdoor play area, furnished sky lounge with kitchen and Bike room with repair stations.

SERVICES PROVIDED:
Driven steel pile installation observations, earthwork observations, compaction testing, concrete reinforcing observations, post-tensioning tendon placement and subsequent stressing, masonry observations, plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections, and cold-formed steel wall assembly observations. The sitework included extraction and gradation of bituminous mixes placed. Pavement density was completed by core method and Specific Gravity.

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CONSTRUCTION ENGINEERING LABORATORY, INC.
TESTING FOR QUALITY AND STRENGTH

PAVEMENT TESTING & INSPECTION SERVICES

PROJECT:
3311 Terminal Drive
Eagan, MN 55121
Pavement testing & Inspection Services

PROJECT COST:
$1 Million

CLIENTS:
Sever Construction
5151 Edina Industrial Blvd
Edina, MN, 55439

SRS Distribution
3311 Terminal Drive
Eagan, MN 55121

CONSTRUCTION PERIOD:
Started: February 2024
End: May 2024

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Renovation and remodel of existing industrial space including new dock doors, realignment of perimeter curb and gutter. Concrete paving and ADA entry around south and east side of building. Remediation of parking lot subgrade and aggregate base. New bituminous paving.

SERVICES PROVIDED:
Earthwork observations, compaction testing, concrete reinforcing observations, plastic concrete observations and tests, concrete compressive strength tests, bituminous testing.

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CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

FIRE-PROOFING & FIRESTOPPING TESTING & INSPECTION SERVICES

PROJECT:
J.I. Case Building
233 Park Avenue,
Minneapolis, MN 55415

Fire-Proofing & FireStopping testing & Inspection Services

PROJECT COST:
$30 Million

CLIENTS:
Mr. Brad Goering
J.I. Case Building LLC
233 Park Avenue Suite 201
Minneapolis, MN 55415

CONSTRUCTION PERIOD:
Started: June 2022
Completed: May 2023

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Sherman Associates has begun a $30 million historic redevelopment of the building that has been home to its corporate headquarters since 1999. The building has been named the J. I. Case Building and was recently listed on the National Register of Historic Places. Its 63,000-square-foot renovation is the latest of Sherman's historic redevelopment projects. The most significant alteration of the building will be the addition of a 7,500-square-foot rooftop patio. The renovations also included a newly renovated basement speakeasy, and new elevator that goes from the basement up to the terrace.

SERVICES PROVIDED:
Soils bearing capacity, concrete reinforcing observations, plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections, post-installed anchors, fire-proofing observations, firestopping observations and NFPA 285 observations.

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CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

FIRE-PROOFING & FIRESTOPPING TESTING & INSPECTION SERVICES

PROJECT:
Excelsior & Lake Apartments – Waterbury House
3012 Excelsior Boulevard, Minneapolis, MN 55416

Fire-Proofing & FireStopping testing & Inspection Services

PROJECT COST:
$85 Million

CLIENTS:
Mr. Colin Pechacek
Frana Companies
633 Second Avenue South
Hopkins, MN 55434

CONSTRUCTION PERIOD:
Started: October 2021
Completed: May 2023

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Waterbury House's creative twist on mid-century modern was inspired by the concept of living beautifully in timeless luxury. An A+ class property with 72 units on nine floors, Waterbury House is in the heart of Minneapolis' West Lake neighborhood. Amenities include: in-house restaurant serving food from morning to night, a concierge service to meet your needs, a resort-style pool and sky lounge, a golf simulator, state of the art fitness center, EV charging in every garage space, yoga lawn, firepits, and a pet park and spa.

SERVICES PROVIDED:
Earthwork observations, compaction testing, concrete reinforcing observations, post-tensioning tendon placement and subsequent stressing, masonry observations, plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections, cold-formed steel wall assemblies and firestopping observations.

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CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

FIRE-PROOFING & FIRE STOPPING TESTING & INSPECTION SERVICES

PROJECT:
Portland & Washington Lo-Rise Ladder 260
260 Portland Avenue, Minneapolis, MN 55415

Fire-Proofing & FireStopping testing & Inspection Services

PROJECT COST:
$100 Million

CLIENTS:
Mr. Christopher Sherman
Portland at Third Limited Partnership
233 Park Avenue Suite 201
Minneapolis, MN 55415

CONSTRUCTION PERIOD:
Started: May 2022
Completed: November 2023

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Ladder 260 delivers 90 new construction affordable homes to the Mill District neighborhood of Minneapolis. Ladder 260 is the second phase of Sherman's multi-phase redevelopment of most of the city block bound by Washington Avenue, Portland Avenue, South 3rd Street and 5th Avenue South. Ladder 260 is a six-story, 82,225-square-foot low-rise apartment building, featuring 90 affordable housing units. Amenities include a hotel-like lobby and leasing center, fitness room, 2nd floor lounge and a rooftop deck, bike storage/parking and pet spa.

SERVICES PROVIDED:
Micro-pile installation observations, earthwork observations, compaction testing, concrete reinforcing observations, post-tensioning tendon placement and subsequent stressing, non-structural masonry observations, plastic concrete observations and tests, concrete compressive strength tests, structural steel bolted and welded connections, intumescent paint fire-proofing observations, NFPA 285 conformance and firestopping observations.

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CONSTRUCTION ENGINEERING LABORATORY, INC.

TESTING FOR QUALITY AND STRENGTH

FIRE-PROOFING & FIRE STOPPING TESTING & INSPECTION SERVICES

PROJECT:
Middlebrook Hall
West Bank Campus
412 22nd Ave South
Minneapolis, MN, 55455

Fire-Proofing & FireStopping testing & Inspection Services

PROJECT COST:
$5 Million

CLIENTS:
Paul Oelze
University of Minnesota Project Manager
319 15th Ave SE
Minneapolis, MN 55455

CONSTRUCTION PERIOD:
Started: June 2021
Completed: June 2022

CEL Supervisor: P. Palanisami P.E. Reg. Number 11381

PROJECT DESCRIPTION:
Repair/ Replace all Hydronic Piping to the fain coil units in residence rooms. Open walls and ceiling for access to piping and replace walls and ceilings to match in materials and fire ratings. Install new access panels at locations as deemed necessary by mechanical access by owner for maintenance of system.

SERVICES PROVIDED:
Intumescent paint fire-proofing observations and firestopping observations.

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Exhibit D1

State/Consultant Basic Services
Insurance Requirements

A. Consultant shall not commence work under the contract until they have obtained all the insurance described below and the State of Minnesota has approved such insurance. Consultant shall maintain such insurance in force and effect throughout the term of the contract.

B. Consultant is required to maintain and furnish satisfactory evidence of the following insurance policies:

1. **Workers' Compensation Insurance:** Except as provided below, Consultant must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Consultant will require the subConsultant to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

   $100,000 – Bodily Injury by Disease per employee
   $500,000 – Bodily Injury by Disease aggregate
   $100,000 – Bodily Injury by Accident

   If Minnesota Statute 176.041 exempts Consultant from Workers' Compensation insurance or if the Consultant has no employees in the State of Minnesota, Consultant must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Consultant from the Minnesota Workers' Compensation requirements.

   If during the course of the contract the Consultant becomes eligible for Workers' Compensation, the Consultant must comply with the Workers' Compensation Insurance requirements herein and provide the State of Minnesota with a certificate of insurance.

2. **Commercial General Liability Insurance:** Consultant is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the Consultant or by a subConsultant or by anyone directly or indirectly employed by the Consultant under the contract. Insurance **minimum** limits are as follows:

   $2,000,000 – per occurrence
   $2,000,000 – annual aggregate
   $2,000,000 – annual aggregate – Products/Completed Operations

   The following coverages shall be included:

   Premises and Operations Bodily Injury and Property Damage
   Personal and Advertising Injury
   Blanket Contractual Liability
   Products and Completed Operations Liability
   Other; if applicable, please list_____
   State of Minnesota named as an Additional Insured

3. **Commercial Automobile Liability Insurance:** Consultant is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this contract, and in case any work is subcontracted the Consultant will require the subConsultant to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

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Exhibit D1

$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

4. **Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability Insurance**

This policy will provide coverage for all claims the Consultant may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Consultant's professional services required under the contract.

Consultant is required to carry the following **minimum** limits:

$2,000,000 – per claim or event
$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Consultant and may not exceed $50,000 without the written approval of the State. If the Consultant desires authority from the State to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the State can ascertain the ability of the Consultant to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Contract and Consultant shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by Consultant to fulfill this requirement.

C. Additional Insurance Conditions:

- Consultant's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of Consultant's performance under this contract;

- If Consultant receives a cancellation notice from an insurance carrier affording coverage herein, Consultant agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Consultant's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota;

- Consultant is responsible for payment of Contract related insurance premiums and deductibles;

- If Consultant is self-insured, a Certificate of Self-Insurance must be attached;

- Consultant's policy(ies) shall include legal defense fees in addition to its liability policy limits, with the exception of B.4 above;

- Consultant shall obtain insurance policy(ies) from insurance company(ies) having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota; and

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Exhibit D1

- An Umbrella or Excess Liability insurance policy may be used to supplement the Consultant's policy limits to satisfy the full policy limits required by the Contract.

D. The State reserves the right to immediately terminate the contract if the Consultant is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Consultant. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's authorized representative upon written request.

E. The successful responder is required to submit Certificates of Insurance acceptable to the State of MN as evidence of insurance coverage requirements prior to commencing work under the contract.

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PALAN-1 OP ID: RA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/16/2024

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

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

PRODUCER 651-348-6026
Minnesota Employers Ins. Svcs.
2091 E County Rd D,Suite B-100
Maplewood, MN 55109
Josh Anderson

CONTACT NAME: Josh Anderson
PHONE (A/C, No, Ext): 651-348-6026 FAX (A/C, No): 651-340-5721
E-MAIL ADDRESS: joshanderson@mneis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Fund Mutual - NAIC#11347	
INSURER B : Westfield Ins. Co.-NAIC#16450	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Palanisami & Associates Inc.
Construction Engineering Lab Inc.
5661 International Parkway
New Hope, MN 55428

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		BOP 131405W	02/02/2024	02/02/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			BOP 131405W	02/02/2024	02/02/2025	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			BOP 131405W	02/02/2024	02/02/2025	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			055252.212	12/12/2023	12/12/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of Minnesota is listed as an Additional Insured.

CERTIFICATE HOLDER

STATEMI

State of Minnesota
Department of Administration
RECS - 309 Admin Building
50 Sherburne Avenue
St. Paul, MN 55155

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Bernie L. Anderson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/16/2024

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

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

PRODUCER Christensen Group 9855 West 78th Street, Ste 100 Eden Prairie MN 55344	**CONTACT NAME:** Craig Bronniche, CRIS **PHONE (A/C, No, Ext):** (952) 653-1000 **FAX (A/C, No):** (952) 653-1100 **E-MAIL ADDRESS:** cbronniche@christensengroup.com
INSURED PALANISAMI & ASSOCIATES, INC. CONSTRUCTION ENGINEERING LAB INC; CONSTRUCTION ENGINEERING, INC. 5661 International Pkwy Minneapolis MN 55428	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Admiral Insurance Co. — 24856 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23-24 Liability **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Errors and Omissions			EO000027251-10	12/31/2023	12/31/2024	Aggregate Each Claim	$3,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of Minnesota is included as an Additional Insured under the General Liability when required by written contract.

CERTIFICATE HOLDER

State of Minnesota
30 East 7th St. Ste. 350
St. Paul MN 55101

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Exhibit E & Exhibit E1

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

Select one:

- ☒ Businesses executing a contract with **State or Metropolitan agencies** in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of $250,000 (Workforce Certificate) and if applicable $1,000,000 (Equal Pay Certificate)

Select all that apply:

We are a Certificate holder:

- ☐ Workforce Certificate under the name: _____
- ☐ Equal Pay Certificate under the name: _____

We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): _____
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): _____

We have not applied for one or both certificates:

- ☐ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

We are Exempt:

- ☒ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

Business Information

0000211914	Construction Engineering Laboratory, Inc.	MN Department of Administration RECS
Vendor/Supplier ID	**Business Name**	**Name of Contracting Agency**
P. Palanisami	President	09/20/2024
Authorized Signatory Name	**Title**	**Date**
P. Palanisami	valli.engineer@palanisami.com	(763) 533-9534
Signature	**Email**	**Phone**

For assistance with this form, email the Minnesota Department of Human Rights **Compliance.MDHR@state.mn.us**

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Exhibit F

CERTIFICATION REGARDING LOBBYING

For State of Minnesota Contracts and Grants over $100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Construction Engineering Laboratory, Inc.

Organization Name

P. Palanisami, President.

Name and Title of Official Signing for Organization

By: P. Palanisami

Signature of Official

09/20/2024

Date

Rev. 01/16

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Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Construction Engineering Laboratory, Inc.

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the <insert name> Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: Construction Engineering Laboratory, Inc.

Print authorized representative name: P. Palanisami Title: President

Authorized signature: P. Palanisami Date (mm/dd/yyyy): 09/20/2024

Notary Public

Subscribed and sworn to before me this:

20th day of September, 2024

Angela Olson
Notary Public signature

01/31/2025
Commission expires (mm/dd/yyyy)

ANGELA C OLSON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/25