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: **0000238693**
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: **259337 / 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: **Terracon Consultants, Inc.**
13400 15th Avenue North, Suite A
Minneapolis, MN 55441

Contract Execution Date: 10/31/20024
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: **Dan Mahrt**
Contact Person Phone: **651.225.5294**
Contact Person Email: Dan.mahrt@terracon.com

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

Professional and Technical Services Master Contract

State of Minnesota

SWIFT Contract No.: 00000000000000000000259337
Master Contract T-Number: 2502A

This Master Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and **Terracon Consultants, Inc., 13400 15th Avenue North, Suite A, Minneapolis, MN 55441** ("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. **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.

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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, 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 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.

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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 Dan Mahrt, 651.225.5294. 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.

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

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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.

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:

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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.

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.

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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.

(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,

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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.

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.

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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 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

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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.

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.

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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
VP, Regional Manager	Mat Knutson	Signed by: Mat Knutson 7FC33308A3564C4...	October 31, 2024
Accounting Technician	Julie C. Ouradnik	DocuSigned by: Julie C Ouradnik 9417904E36A0440...	October 31, 2024
Construction Ops Mgr	Radel,Eric Alan	DocuSigned by: Radel,Eric Alan 6B7A6FF4AA564AB...	October 31, 2024
Contracts Specialist	Sherry Van Horn	DocuSigned by: Sherry Van Horn 39BE997DB28140C...	October 31, 2024

Admin ID
94054

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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.

SAMPLE

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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

SAMPLE

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

2024

Schedule of Services and Fees

Environmental, Facilities, Geotechnical and Materials Services

1. PERSONNEL	2024 Rates	
Senior Principal	$ 360.00	/hour
Principal	$ 360.00	/hour
Senior Architect	$ 220.00	/hour
Senior Engineer	$ 230.00	/hour
Senior Scientist	$ 220.00	/hour
Senior Geologist	$ 220.00	/hour
Senior Industrial Hygienist	$ 220.00	/hour
Senior Facilities Professional	$ 220.00	/hour
Senior Geophysicist	$ 220.00	/hour
Senior Archaeologist	$ 200.00	/hour
Senior Project Field Manager	$ 165.00	/hour
Senior Project Manager	$ 200.00	/hour
Senior Project Manager I	$ 210.00	/hour
Senior Project Manager II	$ 240.00	/hour
Senior Consultant	$ 290.00	/hour
Senior Architectural Consultant	$ 290.00	/hour
Senior Engineering Consultant	$ 290.00	/hour
Senior Industrial Hygiene Consultant	$ 290.00	/hour
Senior Facilities Consultant	$ 290.00	/hour
Senior Scientist Consultant	$ 290.00	/hour
Program Manager	$ 240.00	/hour
Project Architect	$ 180.00	/hour
Project Engineer	$ 180.00	/hour
Project Geologist	$ 175.00	/hour
Project Geophysicist	$ 175.00	/hour
Project Industrial Hygienist	$ 165.00	/hour
Project Facilities Professional	$ 165.00	/hour
Project Archaeologist	$ 165.00	/hour
Project Scientist	$ 165.00	/hour
Assistant Project Manager	$ 130.00	/hour
Project Manager	$ 150.00	/hour
Project Field Manager	$ 150.00	/hour
GIS Manager	$ 225.00	/hour
Senior GIS Analyst	$ 165.00	/hour
Senior Staff Architect	$ 155.00	/hour
Senior Staff Engineer	$ 150.00	/hour
Senior Staff Geologist	$ 150.00	/hour
Senior Staff Geophysicist	$ 160.00	/hour

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

2024

Schedule of Services and Fees

Environmental, Facilities, Geotechnical and Materials Services

	2024 Rates	
Senior Staff Industrial Hygienist	$ 140.00	/hour
Senior Staff Scientist	$ 140.00	/hour
Staff Architect	$ 140.00	/hour
Staff Engineer	$ 135.00	/hour
Staff Geologist	$ 120.00	/hour
Staff Geophysicist	$ 135.00	/hour
Staff Industrial Hygienist	$ 130.00	/hour
Staff Scientist	$ 110.00	/hour
Staff Archaeologist	$ 120.00	/hour
Staff Facilities Professional	$ 140.00	/hour
GIS Analyst	$ 135.00	/hour
Field Architect	$ 120.00	/hour
Field Engineer	$ 110.00	/hour
Field Geologist	$ 110.00	/hour
Field Geophysicist	$ 110.00	/hour
Field Industrial Hygienist	$ 120.00	/hour
Field Facilities Professional	$ 110.00	/hour
Field Scientist	$ 110.00	/hour
Field Supervisor	$ 135.00	/hour
Senior Archaeological Crew Chief	$ 120.00	/hour
Archaeological Crew Chief	$ 110.00	/hour
Archaeological Technician	$ 90.00	/hour
Superintendent Remediation Construction Services	$ 165.00	/hour
Foreman Remediation Construction Services	$ 150.00	/hour
Certified Operator	$ 110.00	/hour
Construction Inspector I	$ 115.00	/hour
Construction Inspector II	$ 140.00	/hour
Senior Construction Inspector	$ 165.00	/hour
Engineering Assistant	$ 110.00	/hour
Assistant Geologist	$ 100.00	/hour
Assistant Scientist	$ 100.00	/hour
Technician V (4 hour minimum)	$ 140.00	/hour
Technician IV (4 hours minimum)	$ 125.00	/hour
Technician III (4 hours minimum)	$ 110.00	/hour
Technician II (4 hours minimum)	$ 90.00	/hour
Technician I (4 hours minimum)	$ 85.00	/hour
GIS Technician	$ 110.00	/hour
CAD Manager	$ 165.00	/hour
Senior CAD Operator	$ 130.00	/hour
CAD Operator	$ 120.00	/hour
CAD Designer	$ 140.00	/hour

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

2024

Schedule of Services and Fees

Environmental, Facilities, Geotechnical and Materials Services

	2024 Rates	
Project Accountant	$ 150.00	/hour
Project Coordinator	$ 120.00	/hour
Clerical/Administrative Staff/Senior Administrative Staff	$ 100.00	/hour

**** An overtime premium of 1.5 times the hourly rate will apply for services provided Monday through Friday that are in excess of 8 hours per day and for services provided before 7:00 AM and after 6:00 PM, as well as for services provided on Saturday, Sunday and Terracon recognized Holidays.***

**** Note: Deposition or court testimony at a minimum of 1.75 times regular rate - minimum of $350.00/hour.***

2. EXPENSES AND SUPPLIES

Vehicle Charge (More than 100 miles round trip of office)	$ 200.00/day
Vehicle Charge (More than 100 miles round trip of office)	$ IRS rate
Per Diem, Lodging and Food (More than 100 miles round trip of office)	$ 264.00/day minimum

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

2024

Schedule of Services and Fees

Environmental, Facilities, Geotechnical and Materials Services

		2024 Rates	
3. DRILLING			
Location and elevation of borings, two-person crew	$	308.00	/hour
Logging and Stratification of Boring Logs	$	168.00	/hour
Mobilization of equipment and personnel – Truck Drill (3.76/mile each way)	$	785.00	/minimum
All-Terrain or Track-mounted Drill (4.85/mile each way)	$	975.00	/minimum
Support Vehicle	$	185.00	/day
Difficult Moving	$	375.00	/hour
Auger Drilling			
Auger drilling without sampling	$	23.00	/foot
**** for disturbed samples***			
Bulk Sampling 0'-50'	$	65.00	/sample
Bulk Sampling 50'-100'	$	79.00	/sample
**** Soil sampling using either split-barrel or Shelby tube sampler at 5-foot intervals in soil.***			
Depth Feet			
0 – 50 (solid stem)	$	28.00	/foot
50-100 (solid stem)	$	42.00	/foot
0-50 (hollow stem)	$	45.00	/foot
50-100 (hollow stem)	$	47.00	/foot
Additional charge for hard drilling N>50bfp or greater than 100 feet	$	17.00	/foot
Rotary Drilling			
**** Soil sampling using either split-barrel sampler or Shelby tube sampler at 5-foot intervals in soil.***			
Depth Feet			
0 - 50	$	23.00	/foot
50-100	$	26.00	/foot
Additional charge for hard drilling N>50bfp or greater than 100 feet	$	16.00	/foot
**** Additional charge for casing, where required.***			
Depth Feet			
0 - 50 (N, 3" Casing)	$	12.00	/foot
50 -100 (N, 3" Casing)	$	15.00	/foot
0 - 50 (H, 4" Casing)	$	14.00	/foot
50 -100 (H, 4" Casing)	$	17.00	/foot
Added charge for hard drilling N>50bpf, casing advancer or greater 100 ft	$	17.00	/foot

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

2024
Schedule of Services and Fees
Environmental, Facilities, Geotechnical and Materials Services

	2024 Rates	
Additional samples		
Continuous SPT sampling, above rates plus	$ 13.00	/sample
SPT sampling at 2.5-feet intervals, above rates plus	$ 7.00	/sample
Shelby Tube Samples	$ 190.00	/sample
Rock Coring		
Rock Coring Set Up	$ 225.00	/boring
N Coring (5' minimum) 0 - 50 feet	$ 83.00	/foot
> 50 feet	$ 92.00	/foot
H Coring (5' minimum) 0 - 50 feet	$ 93.00	/foot
> 50 feet	$ 100.00	/boring
Hourly charge for field personnel and drilling equipment		
Drilling w/truck-mount rig with two persons	$ 400.00	/hour
Overtime	$ 460.00	/hour
Drilling w/track-mount & ATV rig with two persons	$ 450.00	/hour
Overtime	$ 500.00	/hour
Miscellaneous items, client delay, stand-by time		
Truck-mount	$ 392.00	/hour
Track-mount & ATV	$ 445.00	/hour
Well point installation in drilled borehole, installing pipe plus	$ 476.00	/hour
perforated pipe (3“ max size) does not include drilling hole	$ 28.00	/ft
Additional charge for surface protector pipe, cap, and pad	$ 785.00	minimum
Grouting, cement-bentonite	$ 15.00	/ft
Borehole backfill, bentonite chips	$ 12.00	/ft

**** Notes/Exceptions:***
All items above assume PPE Level D. Additional charges apply for all other conditions. Environmental projects may have surcharges if hazardous site conditions are encountered.

4. INSITU TESTING (Cone Penetration, Dilatometer and Vane Shear Testing)

Mobilization of equipment and personnel – CPT Rig (4.85/mile each way)	$ 975.00	/day minimum
Hourly charge for operator and equipment*	$ 430.00	/hour

**** Note: Standby for client delay or difficult access greater than ½ hour per test location.***

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

		2024 Rates	
Electronic Cone Penetration Testing (CPT)			
CPT Testing Services	$	4,400.00	/day
CPT (with pore pressure)	$	25.00	/foot
Seismic Tests at 5 ft intervals	$	75.00	/test
Pore Pressure Dissipation Testing	$	430.00	/hour
In-Situ Vane Shear Testing (VST-direct push, 3” x 6” vane)	$	430.00	/hour
Pressuremeter Testing (TEXAM^{e})	$	430.00	/hour
Dilatometer Testing (DMT) tests at 1-foot intervals	$	36.00	/foot
Soil Sampling - Single Event from Ground Surface	$	8.00	/foot
Temporary Piezometer Installation	$	11.00	/foot
Disposable Piezometer Tips	$	35.00	/each
Abandonment - Bentonite Chips	$	4.00	/foot
Abandonment Grouting - Tremmie	$	6.00	/foot
Data Reduction			
CPT sounding	$	160.00	/each
DMT sounding	$	200.00	/each
PMT boring	$	150.00	/test interval
VST test	$	50.00	/test

5. GEOPROBE SYSTEM

Mobilization of equipment and personnel – GeoProbe (3.76/mile each way)	$	1,000.00	/day minimum
Direct Push only, 8-hr day	$	3,528.00	/day
Excess of 8-hrs, Standby/Client Delay Time - machine and operators	$	395.00	/hour

6. GEOTECHNICAL AND MATERIALS EQUIPMENT RENTAL (Personnel Time Not Included)

Nuclear Density and Moisture Measuring Equipment	$	20.00	/test
	$	120.00	/day
	$	375.00	/week
Instrumentation Equipment - Stress Strain			
Gauge	$	225.00	/week
Dial Indicators	$	84.00	/week
Jack - 30 Ton	$	425.00	/week
Moisture meter (for moisture in wood, insulation, drywall)	$	58.00	/day
James R-Meter (for size and location of reinforcing steel)	$	95.00	/day
Profometer	$	190.00	/day
Ferroscan	$	375.00	/day
Floor Flatness Equipment (Dipstick)	$	275.00	/day
	$	825.00	/week

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

	2024 Rates	
Maturity Meter	$ 126.00	/day
Probes	$ 84.00	/each
Brass 2 inch Cube Mold	$ 27.00	/day
	$ 80.00	/week
Pulse Velocity	$ 235.00	/day
Windsor Probe	$ 240.00	/day
Set of Three Probes	$ 95.00	/set
Windsor Pin	$ 220.00	/day
	$ 42.00	/probe
Beam Mold	$ 20.00	/day
	$ 63.00	/week
Cleaning, Beam Mold	$ 55.00	/each

7. ENVIRONMENTAL EQUIPMENT RENTAL
(Personnel Time Not Included)

Development, Sampling and Test Equipment

Bailer (SS)	$ 45.00	/day
Groundwater sampling kit - bailer, nitriles, and rope	$ 55.00	each
Soil Sampling Kit - nitriles and jar	$ 35.00	each
Soil Vapor Implant/Sub-slab Vapor Point	$ 195.00	each
2" Electric Pump	$ 75.00	/day
4" Electric Pump	$ 100.00	/day
Temperature, pH, conductivity meters	$ 50.00	/day
Bladder Pump 1.8" OD SS (with controller & compressor)	$ 175.00	/day
Sediment Sampler	$ 250.00	/day
Electric Water Level Indicator	$ 50.00	/day
Data Acquisition Station w/ Transducer	$ 200.00	/day
Additional Transducers	$ 50.00	/day
Flow-cell with Multi-parameter water quality meter	$ 175.00	/day
Truck (Terracon-owned)	$ 100.00	/day
GPS Unit (sub-meter)	$ 175.00	/day
Micropurge Controller	$ 125.00	/day

Monitoring Equipment

Multi-Gas Detector	$ 165.00	/day
Hydrocarbon/Water Interface Probe	$ 75.00	/day
Photoionization Detector	$ 135.00	/day
Metal Detector	$ 50.00	/day
Air Velocity Indicator (Anemometer)	$ 75.00	/day
Air Sampling Pump, Personal	$ 75.00	/day
Air Sample Pump, Detector Tube	$ 65.00	/day
Sound Level Meter	$ 75.00	/day
Noise Dosimeter	$ 100.00	/day

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

	2024 Rates	
Viable Microorganism Sampler/Pump	$ 90.00	/day
Carbon Monoxide Monitor (Single Gas)	$ 135.00	/day
Indoor Air Quality Monitor (TSI)	$ 75.00	/day
Oxygen/Combustible Gas/H2S Monitor	$ 150.00	/day
Carbon Dioxide Monitor (Single Gas)	$ 100.00	/day
Dissolved Oxygen Meter	$ 65.00	/day
Turbidity Meter	$ 85.00	/day
Landfill Gas Monitor (CH4/CO2/O2, Infrared)	$ 125.00	/day
Mercury Vapor Analyzer	$ 200.00	/day
Lead/Asbestos Equipment		
XRF (Lead in Paint Analyzer)	$ 750.00	/day
High Volume Sample Pump	$ 375.00	/day
Microscope (Phase Contrast)	$ 75.00	/day
Cleaning/Environmental Drilling Equipment		
High pressure, hot water portable washer;	$ 175.00	/day
with Generator	$ 250.00	/day
Gas Powered Jack-Hammer	$ 175.00	/day
Soil Sampler/Hand Auger	$ 35.00	/day
Steam Cleaner	$ 325.00	/day
Generator	$ 175.00	/day

8. SOIL LABORATORY TESTING

Identification		
Atterberg Limits Determination (LL, PL) 1-Pt	$ 105.00	/test
Atterberg Limits Determination (LL, PL) 3-Pt	$ 125.00	/test
Combined Analysis (Hydrometer and Sieve)	$ 200.00	/test
Density Determination (Shelby tube sample)	$ 65.50	/test
Density Determination (Irregular sample)	$ 85.00	/test
Hydrometer Analysis	$ 120.00	/test
Organic Content (By heating)	$ 90.00	/test
Shrinkage Limit Determination	$ 200.00	/test
Sieve Analysis (Unwashed)	$ 110.00	/test
Sieve Analysis w/ Percent Fines (Washed over #200 sieve)	$ 135.00	/test
Specific Gravity Determination	$ 105.00	/test
Visual Engineering Classification	$ 31.50	/each
Moisture Content Determination	$ 17.00	/test
Soil Suction (ASTM, D-5298)	$ 110.00	/test
Porosity	$ 220.00	/test
Pin Hole Dispersion	$ 320.00	/test
**** with Remolding of Sample***		
Sand Equivalent	$ 240.00	/test
Soil Thermal Resistivity - 4-point Dry Out Curve	$ 1,050.00	/test

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

2024

Schedule of Services and Fees

Environmental, Facilities, Geotechnical and Materials Services

		2024 Rates	
Consolidation			
Constant Rate of Strain Consolidation, 2.5" diameter - ASTM D4186	$	685.00	
Includes duration of4 days, each additional day	$	105.00	
Incremental Consolidation, 2.5" diameter - ASTM D2435			
Regular increasing Load Increment to 16 TSF	$	660.00	/test
Each additional Unloaded-Reload Cycle	$	105.00	/cycle
Expansion Index, ASTM D4829	$	425.00	
Swell Test ASTM D4546 Method A, per specimen (requires 4 minimum)	$	290.00	/test
Swell Test ASTM D4546 Method B, per specimen	$	290.00	/test
Swell Test ASTM D4546 Method C, per specimen	$	450.00	/test
Shear Strength			
Unconfined Compression, ASTM D2166	$	110.00	/test
With Stress-Strain Curve	$	110.00	/each
Hand Penetrometer or Torvane	$	30.00	/each
Direct Shear FAST (cohesionless)	$	265.00	/point
Direct Shear SLOW (cohesive)	$	365.00	/point
Standard Sample Preparation	$	90.00	/sample
Preparation on remolding for difficult samples	$	95.00	/hour
Unconfined Compression on Cured Proctor Sample with Fly Ash	$	140.00	/test
Triaxial Compression			
Unconsolidated Undrained Triaxial (per Confining Stress)	$	225.00	/each
Consolidated Undrained Triaxial (per Confining Stress)	$	430.00	/each
Consolidated Drained Triaxial (per Confining Stress)	$	475.00	/each
**** Note: Normally requires three***			
Preparation of Remolded Samples	$	85.00	/hour
**** Note: Test rates for 1.4 inch, 1.8 inch and 2.8 inch diameter samples. Rates for other diameter samples available upon request. Consolidated Undrained Test includes pore pressure measurements.***			
Compaction and Density			
Laboratory CBR	$	240.00	/test
R-Value (ASTM D-2844)	$	400.00	/each
Modified Proctor (ASTM D 1557)	$	205.00	/test
Standard Proctor (ASTM D 698)	$	190.00	/each
Relative Density (ASTM D 4253 & D 4254 wet or dry method)	$	470.00	/each
Standard Proctor with Fly Ash (2 hour Delay)	$	285.00	/each
Harvard Miniature	$	270.00	/each

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

	2024 Rates	
Field CBR		
Additional charge for Coarse Aggregate Correction	$ 30.00	/each
Permeability		
Constant Head Permeability Test (ASTM D2434)	$ 255.00	/test
Falling Head Permeability Test (ASTM D5084)	$ 330.00	/test
Preparation of Remolded Samples	$ 75.00	/each
Chemical Tests		
pH (By meter)	$ 52.50	/each
Electrical Conductivity by Miller box	$ 155.00	/each
Chloride Concentration	$ 105.00	/each
Soluble Sulfate	$ 125.00	/each
Cation Exchange Capacity of Soil	$ 180.00	/each
9. ROCK LABORATORY TESTING		
ASTM D 7012 Triaxial Compression, Method A (per confining stress)	$ 425.00	/each
ASTM D 7012 Elastic Moduli in Triaxial Compression, Method B (per confining stress)	$ 540.00	/each
ASTM D 7012 Uniaxial Compression Test, Method C	$ 295.00	/each
ASTM D 7012 Elastic Moduli in Uniaxial Compression, Method D	$ 415.00	/each
ASTM D 3967 Indirect Brazilian Tensile Test	$ 115.00	/each
ASTM D 4644 Slake Durability Index	$ 220.00	/each
ASTM D 5607 Direct Shear Intact Rock (per normal stress)	$ 400.00	/each
ASTM D 5607 Direct Shear at Discontinuity (3 normal stresses)	$ 1,200.00	/each
ASTM D 5607 Direct Shear Saw Cut (3 normal stresses)	$ 1,200.00	/each
ASTM D 5607 Direct Shear Intact Rock with Residual Cycles (3 normal stresses)	$ 1,325.00	/each
ASTM D 5731 Point Load Axial Diametrical	$ 110.00	/each
Difficult Sample Preparation	$ 110.00	/hour
10. WOOD /TIMBER LABORATORY TESTING		
ASTM D 198 Wood -- Static Bending	$ 165.00	/each
ASTM D 905 Wood -- Shear Strength Adhesive Bonds	$ 110.00	/each
ASTM D 2395 Wood -- Specific Gravity & Moisture	$ 160.00	/each
ASTM D 4761 Wood -- Compression Parallel to Grain	$ 160.00	/each
ASTM D 4761 Wood -- Compression Perpendicular to Grain	$ 160.00	/each

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

Terracon

2024

Schedule of Services and Fees

Environmental, Facilities, Geotechnical and Materials Services

		2024 Rates	
11.	**ROOFING/waterproofing**		
Roofing Professional, RRC	$	215.00	/hour
Roofing Professional, RRO	$	135.00	/hour
Roofing Technician	$	110.00	/hour
Infrared Camera (ASTM C 1153)	$	430.00	/day
Tramex DEC Scanner moisture detection	$	250.00	/day
Delmhorst or Tramex Moisture Meter	$	70.00	/day
Roof Sample Analysis – Quantitative			
Asphalt, No Gravel	$	420.00	/each*
Asphalt, Gravel	$	450.00	/each*
Coal Tar, Gravel	$	450.00	/each*
Roof Core Extraction, including labor	$	150.00	/each
Roof Fastener Pull-Out Testing (ANSI/SPRI FX-1-2011)	$	70.00	/each
12.	**STRUCTURAL STEEL AND METALS**		
AWS Certified Welding Inspector	$	180.00	/hour
AWS Certified Associate Welding Inspector	$	162.00	/hour
Ultrasonic Examination of Welds	$	180.00	/hour
Ultrasonic Equipment and Consumables	$	170.00	/day
Magnetic Particle or Dye Penetrant Examination	$	180.00	/hour
**** Includes Magnetic Particle or Dye Penetrant Materials***			
AWS or ASME Welder Qualifications			
Pipe	$	235.00	/each
Plate	$	185.00	/each*
Weld Procedure Qualification			
AWS	$	585.00	/each*
ASME	$	605.00	/each*
Tensile, Yield and Elongation Test	$	230.00	/each*
**** Excluding machining, sample preparation and base metal costs, if required.***			
**** Tensile Test (contact office for bulk pricing)***			
Bar Nos. 1 to 8	$	250.00	/each
Bar Nos. 9 to 12	$	355.00	/each
Bar Nos. 13 to 18	$	460.00	/each
Tensile, Yield, Elongation Testing (contact office for bulk pricing)			
Bar Nos. 1 to 8	$	460.00	/each
Bar Nos. 9 to 12	$	565.00	/each
Bar Nos. 13 to 18	$	670.00	/each

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

	2024 Rates	
Bend Test (contact office for bulk pricing)		
Bar Nos. 3 to 7	$ 250.00	/each
Bar Nos. 8 to 18	$ 350.00	/each
Cyclic Load Test (10 cycles or less)		
Bar Nos. 1 to 8	$ 790.00	/each
Bar Nos. 9 to 12	$ 890.00	/each
Bar Nos. 13 to 18	$ 990.00	/each
Tube Braze – ASME Specifications	$ 700.00	/position
AWS or ASME Welder Qualifications, Pipe or Plate (includes preparation)	$ 700.00	/position
Weld Procedure Qualification – AWS or ASME Method (includes preparation)	$ 805.00	/position

13. AGGREGATES

Sieve Analysis (ASTM C 136)	$ 140.00	/each
Analysis of Material finer than #200 Sieve (ASTM C 117)	$ 85.00	/each
Combined Coarse and Fine	$ 160.00	/each
Organic Impurities - Colorimetric (ASTM C 40)	$ 110.00	/each
**** Lightweight Particles or Chert Analysis (ASTM C 123)***		
Fine	$ 140.00	/each
Coarse	$ 225.00	/each
Chert	$ 225.00	/each
Clay Lumps (ASTM C 142)	$ 140.00	/each
Soundness (ASTM C 88) (5 cycles) (fine or coarse)	$ 670.00	each
Large Size Aggregate	$ 670.00	each
Abrasion (ASTM C 131)	$ 290.00	/each
Large Size Aggregate	$ 315.00	/each
Organic Impurities - Mortar Strength (ASTM C 87)	$ 2,310.00	/each
Specific Gravity (ASTM C 127 or 128)	$ 85.00	/each
Absorption Analysis (ASTM C 127 or 128)	$ 85.00	/each
Unit Weight (ASTM C 29)	$ 150.00	each
Specific Gravity and Absorption combined (ASTM C 127 or 128)	$ 170.00	/each
Percentage Particles Less Than 1.95 Specific Gravity (AASHTO T 150)	$ 160.00	/each
Scratch Hardness Test	$ 105.00	/each
Freeze Thaw (AASHTO T-103)	$ 925.00	/each
Flat and Elongated Particles	$ 200.00	/each
Crushed Particle Determination	$ 170.00	each
Solubility	$ 125.00	/each
Insoluble Residue in Carbonate Aggregates (ASTM D3042)	$ 350.00	each

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

2024

Schedule of Services and Fees

Environmental, Facilities, Geotechnical and Materials Services

		2024 Rates	
14.	**ASPHALT**		
Extraction (ASTM D2172) (includes gradation)	$	415.00	each
Extraction only (ASTM D2172)	$	345.00	/each
Asphalt Cement by ignition (including gradation)	$	320.00	/each
Marshall Density Specimens (ASTM D6926) (already mixed)	$	85.00	/each
Set of 3 samples	$	180.00	/set
Marshall Stability Flow and Density Specimens (ASTM D6927) (already mixed)	$	90.00	/each
Set of 3 samples	$	250.00	/set
Core Density (field cut)	$	85.00	/each
Asphalt Design Mix Review (Marshall Method)	$	495.00	/design
Three Point Marshall Curve			
(including laboratory mixed asphalt with 9 stability, flow and density tests)	$	1,700.00	/set
Additional Point	$	450.00	
Hveem Stability and Density (ASTM D 1560) (already mixed)			
(Set of 3 samples)	$	385.00	/set
SuperPave Molded Density Specimens			
(Set of 2 samples)	$	495.00	/set
Penetration and Specific Gravity (ASTM D 5)	$	140.00	/each
Bitumen Softening Point	$	120.00	/each
Strength Retention Test	$	1,265.00	/test
Theoretical Maximum Specific Gravity (ASTM D2041)	$	180.00	/test
Abson Recovery	$	1,165.00	/test
Viscosity of Bituminous Materials (Kinematic)	$	170.00	/test
Absolute	$	170.00	/test
FAA Moisture in Mix	$	130.00	/test
15.	**CONCRETE AND MASONRY**		
Concrete or Mortar Mix Verification	$	575.00	/each
Laboratory Concrete Trial Batch (with cylinders)	$	935.00	/minimum
Laboratory Concrete Trial Batch (with beams)	$	1,545.00	/minimum
Initial setting time (ASTM C 403) (already mixed)	$	525.00	/minimum
Compressive Strength of 6” x 12” Cylinder (ASTM C 39)	$	25.50	/each*
Compressive Strength of 4” x 8” Cylinder (ASTM C39)	$	22.00	/each*
Special capping for irregular surface	$	26.00	/each
Trimming for capping (if required)	$	35.00	/each
Strip and cured test cylinders, not tested	$	25.50	/each
Flexural Strength of Concrete Beam	$	85.00	/each
(Cleaning charges in addition where applicable per hour)			
Splitting Tensile Test (6” Cylinders)	$	72.50	/each

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

2024

Schedule of Services and Fees

Environmental, Facilities, Geotechnical and Materials Services

	2024 Rates	
Diamond bit wear per inch depth (1" steel = 12" concrete)		
3-5 inch diameter core	$ 7.50	/inch
5-7 inch diameter core	$ 7.50	/inch
Blades		
Concrete core, measurement and strength	$ 75.00	/core
Trimming	$ 35.00	/cut
Compressive Strength and Dimensions of Masonry		
Block Units ASTM C 140 (minimum of 3)	$ 250.00	/test
Net Area, Absorption, Specific Gravity and Moisture	$ 115.00	/each
Content of Masonry Block (ASTM C 140)	$ 115.00	/block
Lineal Drying Shrinkage of Masonry Block (ASTM C 426)	$ 365.00	/each
Compressive Strength of Masonry Block Prism (Hollow)	$ 185.00	/each
Compressive Strength of Masonry Block Prism (filled with grout)	$ 275.00	/each
Compressive Strength of 3x6 inch Grout Prism	$ 47.50	/each
Compressive Strength of 2 inch Mortar Cube or 3 inch cylinder	$ 26.50	/each
Laboratory Mortar, Trial Batch (does not include testing cubes)	$ 525.00	/each
Mortar Flow Test (ASTM C 270)	$ 90.00	/test
Mortar Water Retention Test (ASTM C 270)	$ 315.00	/test
Efflorescence Test	$ 225.00	/each
Each additional concurrently tested material	$ 125.00	/each
Chloride ion content of concrete	$ 225.00	/each
**** Submitted sample prepared through #50 sieve***		
James Meter		
Less than 5 samples	$ 90.00	/each
5 or more samples	$ 75.00	/each
ASTM or AASHTO Titration		
Less than 5 samples	$ 125.00	/each
5 or more samples	$ 115.00	/each
Sample Preparation	$ 85.00	/hour
**** Rapid chloride permeability of concrete - 4 inch diameter sample, includes sawing to length but no special curing***		
1st Sample	$ 340.00	/each
Additional Samples	$ 240.00	/each
Rapid cure by boiling procedure	$ 175.00	/each

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

2024
Schedule of Services and Fees
Environmental, Facilities, Geotechnical and Materials Services

		2024 Rates	
16.	**PETROGRAPHIC SERVICES (ROCK, CONCRETE, AGGREGATE)**		
(Available In Cincinnati, Ohio Laboratory Only)			
Concrete			
Air Content,(ASTM C457)	$	850.00	/each
Air Void System Parameters Includes (ASTM C-457)	$	925.00	/each
Petrographic Examination (ASTM C-856)	$	1,900.00	/each
Resistance of Concrete to Rapid Freezing and Thawing (ASTM C666)	$	3,375.00	/set of 3
Aggregate			
Petrographic Examination (ASTM C-295)			
Coarse Aggregate	$	1,925.00	/each
Fine Aggregate	$	1,600.00	/each
Riprap, Armorstone, Quarry Run, Etc.			
Petrographic Examination	$	1,650.00	/each
Personnel Services			
Materials Consultant	$	375.00	/hour
Laboratory Technician	$	135.00	/hour
17.	**GEOPHYSICAL EQUIPMENT**		
(Personnel Time Not Included)			
GPR Method			
GSSI SIR 3000 or 4000	$	250.00	/day
GSSI Antenna	$	150.00	/day
GSSI StructureScan	$	250.00	/day
GSSI Utility Scan GPR	$	300.00	/day
GSSI RoadScan	$	575.00	/day
Noggin GPR System	$	350.00	/day
Stream UP	$	2,000.00	/day
RD 8000-Radio Utility Detector	$	125.00	/day
FerroScan	$	150.00	/day
Down-hole/Deep Foundation Method			
Pile Integrity Tester	$	200.00	/day
Triaxial Geophone	$	150.00	/day
CSL	$	450.00	/day
Thermal Integrity Profiler	$	300.00	/day
Downhole Camera	$	150.00	/day
PDA	$	600.00	/day
Seismic Method			
Refraction Seismic Set	$	350.00	/day
Seismic Source	$	350.00	/day
LandStreamer	$	500.00	/day

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

2024

Schedule of Services and Fees

Environmental, Facilities, Geotechnical and Materials Services

	2024 Rates	
Resistivity Method		
AGI-SuperSting 112 Electrode	$ 900.00	/day
AGI-SuperSting 56 or 84 Electrode	$ 700.00	/day
LRI MiniRes Ultra	$ 150.00	/day
AEMC System	$ 100.00	/day
Electromagnetic Method		
EM 31	$ 350.00	/day
EM-61 MK1	$ 400.00	/day
Denver IR Thermal Imager	$ 150.00	/day
Trimble Geo7x GPS	$ 200.00	/day

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

CONSTRUCTION TESTING AND INSPECTION SERVICES RFP- EXHIBIT A

Name of Firm _Terracon Consultants, Inc._____
Proposal Dated__10/16/24_____

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

- ☒ Pre-construction Soil Exploration and Testing
- ☐ Percolation Tests, Recommendations for Septic Systems
- ☒ Foundation and Pavement Design Recommendations
- ☒ Observation and Testing of Existing Soils during Excavation and Grading
- ☒ Laboratory Testing of Proposed Fill Material
- ☒ Observation and Testing of Fill and Backfill for Moisture, Compaction
- ☒ Other:_Vibration and Noise Monitoring, Geophysical Evaluation

Concrete Testing and Inspection Services

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

Masonry Testing and Inspection Services

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

Structural Steel Testing and Inspection

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

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

Pavement Testing and Inspection

- ☒ Observe and Test Rolling Operations on Subgrade Soils
- ☒ Field and Laboratory Tests on Aggregate Base
- ☒ Field and Laboratory Tests during Bituminous Paving (Continuous____/Periodic____)
- ☐ Other_____

Fireproofing / Firestopping Testing and Inspection

- ☒ Test Installed Spray-on Fireproofing for Thickness, Density, Adhesion
- ☒ 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_____

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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:

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

EXHIBIT A
TERRACON PROJECT EXAMPLES

1. Project Title: Macalester Residence Hall and Welcome Center
   Scope: Geotechnical Services
   Duration: February 18, 2024 to April 27, 2024
   Project Supervisor: Daniel Mahrt, PE
   Supervisor Years of Experience: 25 years
   Client: Macalester College
   1600 Grand Avenue, St. Paul, MN 55105
   Nathan Lief
   AVP, Facilities Services
   651.696.6140 (phone)
   651.696.6135 (fax)
   nlief@macalester.edu

2. Project Title: Robert Trail Library Solar Carport
   Scope: Geotechnical Services, Concrete Testing and Inspection Services, Structural Steel Testing and Inspection
   Duration: July 2, 2023 to August 31, 2024
   Project Supervisor: Kyle Shubert, PE
   Supervisor Years of Experience: 27 years
   Client: McKinstry Essention
   2310 Crossroads Drive
   Madison, WI 53718
   Chris Sawyer
   Senior Project Manager
   612,436.4981 (phone)
   Chriss@mckinstry.com

3. Project Title: Minnesota Valley Trail Box Culvert
   Scope: Geotechnical Services
   Duration: July 24, 2023 to September 30, 2023
   Project Supervisor: Daniel Mahrt, PE
   Supervisor Years of Experience: 25 years
   Client: Minnesota Department of Natural Resources
   500 Lafayette Road
   St. Paul, MN 55155
   Yancey Stam. PE
   Region 3 Principal Engineer
   651.259.5804 (phone)
   Yancey.stam@state.mn.us

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

4. Project Title: Lewiston, MN Radio Tower Site
   Scope: Geotechnical Services
   Duration: January 7, 2024 to February 10, 2024
   Project Supervisor: Kyle Shubert, PE
   Supervisor Years of Experience: 27 years
   Client: Wesbell Technologies
   6300 Ordan Drive
   Mississauga, ON L5T 1W6
   Paul McWatters
   Project Manager
   416.464.6087 (phone)
   Paul. McWaters@wesbell.com

5. Project Title: Cannon Falls High School Additions
   Scope: Geotechnical Services
   Duration: June 5, 2022 to July 9, 2022
   Project Supervisor: Kyle Shubert, PE
   Supervisor Years of Experience: 27 years
   Client: Cannon Falls Area Schools #252
   820 East Minnesota Street
   Cannon Falls, MN 55009
   Jeff Sampson
   Superintendent
   507.263.6800 (phone)
   Sampson.Jeff@cf.k12.mn.us

6. Project Title: Southwest Light Rail Transit (SWLRT)
   Scope: Geotechnical Services - Construction Noise and Vibration Monitoring and Automated Geotechnical Instrumentation Monitoring
   Duration: May 7, 2019 to Present (ongoing)
   Project Supervisor: Luke Hanson, PE
   Supervisor Years of Experience: 10 years
   Client: Lunda McCrossan Joint Venture (LMJV)
   11300 K-Tel Drive
   Minnetonka, MN 55343
   Nathan Nyhammer
   Project Manager
   612.875.2509 (phone)
   Nathan.Nyhammer@mccrossan.com

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

7. Project Title: Mystery Cave Road Geophysical Investigation
   Scope: Geotechnical Services - Geophysical Investigation, Ground Penetrating Radar, Electrical Resistivity Tomography
   Duration: October 5, 2023 to January 20, 2024
   Project Supervisor: Kyle Shubert, PE
   Supervisor Years of Experience: 27 years
   Client: Minnesota Department of Natural Resources
   500 Lafayette Road
   St. Paul, MN 55155
   Yancey Stam. PE
   Region 3 Principal Engineer
   651.259.5804 (phone)
   Yancey.stam@state.mn.us

8. Project Title: Soldier's Field Aquatic Center
   Scope: Geotechnical Services, Concrete Testing and Inspection Services, Masonry Testing and Inspection Services, Structural Steel Testing and Inspection, Pavement Testing and Inspection
   Duration: July 31, 2023 to August 24, 2024
   Project Supervisor: Kyle Shubert, PE
   Supervisor Years of Experience: 27 years
   Client: City of Rochester, MN
   201 4th Street SE, Rochester, MN 55904
   Michael Nigbur
   Park and Forestry Division Head
   507.328.2541 (phone)
   507.328.2901 (fax)
   mnigbur@rochestermn.gov

9. Project Title: Owatonna Wastewater Treatment Plant Expansion and Improvements
   Scope: Geotechnical Services, Concrete Testing and Inspection Services, Masonry Testing and Inspection Services, Structural Steel Testing and Inspection, Pavement Testing and Inspection
   Duration: July 19, 2022 to Current
   Project Supervisor: Kyle Shubert, PE
   Supervisor Years of Experience: 27 years
   Client: City of Owatonna
   540 West Hills Circle
   Owatonna, MN 55060
   Sean Murphy. PE
   City of Owatonna Public Works Director and City Engineer
   507.774.7306 (phone)
   Sean.Murphy@ci.owatonna.mn.us

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

10. Project Title: Lewis Lofts
    Scope: Geotechnical Services, Concrete Testing and Inspection Services, Masonry Testing and Inspection Services, Structural Steel Testing and Inspection, Pavement Testing and Inspection, Fireproofing/Firestopping Testing and Inspection
    Duration: June 23, 2023 to Current
    Project Supervisor: Kyle Shubert, PE
    Supervisor Years of Experience: 27 years
    Client: Cohen Esrey Development Group
    8500 Shawnee Mission Parkway, Suite 150
    Meriam, KS 66202
    Tim Minson
    Vice President of Design and Construction
    913.671.3324 (phone)
    tminson@construciontechkc.com

11. Project Title: Northfield Truck Station New Campus
    Scope: Geotechnical Services, Concrete Testing and Inspection Services, Masonry Testing and Inspection Services, Structural Steel Testing and Inspection, Pavement Testing and Inspection
    Duration: July 16, 2021 to November 10, 2022
    Project Supervisor: Kyle Shubert, PE
    Supervisor Years of Experience: 27 years
    Client: Minnesota Department of Transportation
    395 John Ireland Boulevard
    St. Paul, MN 55155
    Brian Ivers
    Project Manager
    612.346.0639 (phone)
    Brian.Ivers@state.mn.us

12. Project Title: GTS Housing Firestopping
    Scope: Fireproofing/Firestopping Testing and Inspection
    Duration: May 15, 2024 to August 22, 2024
    Project Supervisor: Brandon Saeger, PE
    Supervisor Years of Experience: 17 years
    Client: North Shore Contractors, LLC.
    235 Lake Street East, Suite 300
    Wayzata, MN 55391
    Brock Reese
    Project Manager
    952.248.0545 (phone)
    breese@northshore-contractors.com

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

13. Project Title: Southdale Center Retail Collection
    Scope: Geotechnical Services, Concrete Testing and Inspection Services, Structural Steel Testing and Inspection, Fireproofing/Firestopping Testing and Inspection
    Duration: October 5, 2023 to Current
    Project Supervisor: Kent Kruse
    Supervisor Years of Experience: 12 years
    Client: Simon Property Group, Inc.
    225 West Washington Street
    Indianapolis, IN 46204
    Clif Poynter
    Senior Civil Engineer
    317.636.1600 (phone)
    clifpoynter@simon.com

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

Exhibit D1

PROFESSIONAL/TECHNICAL CONTRACTS
GENERAL INSURANCE REQUIRMENTS

A. Contractor 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. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

1. **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor 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 Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

   If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor 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:** Contractor 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 Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor 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:** Contractor 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 contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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 contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services required under the contract.

Contractor 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 Contractor and may not exceed $50,000 without the written approval of the State. If the Contractor desires authority from the State to have a deductible in a higher amount, the Contractor 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 Contractor 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 Contractor 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 Contractor to fulfill this requirement.

C. Additional Insurance Conditions:

- Contractor'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 Contractor's performance under this contract;

- If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless Contractor'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;

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

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

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

- Contractor 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

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

Exhibit D1

- An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor'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 contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the contractor. 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.

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)
3/20/2024

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 Lockton Companies LLP London Division c/o Lockton Companies 444 West 47th Street Suite 900 Kansas City MO 64112 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1312890 TERRACON CONSULTANTS, INC. LIESCH ASSOCIATES, INC. 13400 15TH AVENUE NORTH PLYMOUTH MN 55441	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** The Travelers Indemnity Company of America — 25666 **INSURER C :** Allied World Assurance Company (U.S.) Inc. — 19489 **INSURER D :** The Travelers Indemnity Company — 25658 **INSURER E :** Lloyds of London **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 14676986 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB X XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	TC2J-GLSA–9P529930	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-131J3858	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ $0	Y	N	CUP-4W208814	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C E	CONTRACTORS POLLUTION LIAB PROFESSIONAL LIABILITY	N	N	0312-6506 LDUSA2405180	4/1/2023 4/1/2024	4/1/2025 4/1/2025	$10,000,000 EACH OCCURANCE/AGGREGATE $2,000,000 EACH CLAIM/$2,000,000 AGGREGATE.	

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

RE: VARIOUS PROJECTS UNDER THE PROFESSIONAL AND TECHNICAL SERVICES MASTER CONTRACT. SWIFT CONTRACT NO. ~~1~~24200. T-NUMBER: 2502A ~~1~~702C. STATE OF MINNESOTA IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AND EXCESS/UMBRELLA LIABILITY, THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

14676986
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
REAL ESTATE & CONSTRUCTION SERVICES
50 ADMINISTRATION 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

Exhibit E

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: Terracon Consultants Inc
- ☒ Equal Pay Certificate under the name: Terracon Consultants Inc

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

Vendor/Supplier ID	Business Name	Name of Contracting Agency
0000238693	Terracon Consultants Inc	

Authorized Signatory Name	Title	Date
Mat Knutson	Regional Manager	October 15, 2024

Signature	Email	Phone
Mat Knutson	mat.knutson@terracon.com	(763)489-3102

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

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

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.

Terracon Consultants, Inc.
Organization Name

Mat Knutson, Vice President
Name and Title of Official Signing for Organization

By: _____
Signature of Official

October 15, 2024
Date

Rev. 01/16

Docusign Envelope ID: 501197FA-3E3A-478F-92B6-A0F4D00562A9

Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name: Terracon Consultants, 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 Professional Services for Construction Testing and Inspection 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: Terracon Consultants, Inc.

Print authorized representative name: Mat Knutson Title: Vice President

Authorized signature: [signature] Date (mm/dd/yyyy): 10/16/24

Notary Public

Subscribed and sworn to before me this:

16th day of October, 2024

April Sodt
Notary Public signature

01/31/2030
Commission expires (mm/dd/yyyy)

APRIL LYNN SODT
Notary Public-Minnesota
My Commission Expires Jan. 31, 2030