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: **0000228581**
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: **257927 / T#2502A**

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

_____
Number/Date/Entry Initials

*[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: **WSB, LLC**
701 Xenia Avenue South, Ste 300
Minneapolis, MN 55416

Contract Execution Date: 09/27/2024
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: **Chad DeMenge**
Contact Person Phone: **320.241.6966**
Contact Person Email: CDeMenge@wsbeng.com

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Professional and Technical Services Master Contract

State of Minnesota

SWIFT Contract No.: 00000000000000000000257927
Master Contract T-Number: 2502A

This Master Contract is between the State of Minnesota, acting through its Commissioner of Administration ("State") and **WSB, LLC, 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416** ("Consultant"). State and Consultant may be referred to jointly as "Parties."

Recitals

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

Accordingly, the Parties agree as follows:

Master Contract

1 Term of Master Contract

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

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

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

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

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2 Scope of Work

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

Geotechnical, Concrete Testing and Inspection, Masonry Testing and Inspection, Structural Steel Testing and Inspection, Pavement Testing and Inspection, Fireproofing/Firestopping Testing and Inspection, Phase I and II Environmental Investigation and Remediation Services.

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.

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

4.2. ***Payment***

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

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

5 Conditions of Payment

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

6 Authorized Representatives and Project Managers

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

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

The Consultant's Authorized Representative is Chad DeMenge, 320.241.6966. 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.

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8 Force Majeure

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

9 Indemnification

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

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

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

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

10 State Audits

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

11 Government Data Practices and Intellectual Property

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

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.

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

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

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

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

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

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

12.4 Obligations.

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

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.

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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,

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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.

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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.

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20 Data Disclosure

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

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

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

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

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

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

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

24 Federal Funds.

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

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

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.

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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
Sr. Vice President	Michael J. Rief	DocuSigned by: Michael J. Rief 1259A79F534A443...	September 26, 2024
Accounting Technician	Julie C. Ouradnik	DocuSigned by: Julie C Ouradnik 9417904E36A0440...	September 26, 2024
Director of Real Estate and Construction Services	Greg Ewig	DocuSigned by: Greg Ewig FBB2471B0626469...	September 26, 2024
Contracts Specialist	Sherry Van Horn	DocuSigned by: Sherry Van Horn 39BE997DB28140C...	September 27, 2024

Admin ID
93114

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

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

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

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

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

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

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

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

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

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

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

Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)
The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

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

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

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Exhibit B - Fee Schedule

2024 Rate Schedule

wsb

	Billing Rate/Hour
SR. PRINCIPAL | SR. ASSOCIATE	$265
PRINCIPAL | ASSOCIATE	$237
SR. PROJECT MANAGER | SR. PROJECT ENGINEER	$237
PROJECT MANAGER | PROJECT MANAGER ASSISTANT	$180
PROJECT ENGINEER | GRADUATE ENGINEER	$179
ENGINEERING TECHNICIAN | ENGINEERING SPECIALIST	$177
LANDSCAPE ARCHITECT | SR. LANDSCAPE ARCHITECT	$172
ENVIRONMENTAL SCIENTIST | SR. ENVIRONMENTAL SCIENTIST	$170
PLANNER | SR. PLANNER	$177
GIS SPECIALIST | SR. GIS SPECIALIST	$177
CONSTRUCTION OBSERVER	$143
SURVEY	
Survey Office Technician	$159
Drone Pilot	$186
One-Person Crew	$186
Two-Person Crew	$250
OFFICE TECHNICIAN	$140

Costs associated with word processing, cell phones and reproduction of common correspondence are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

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Exhibit C

CONSTRUCTION TESTING AND INSPECTION SERVICES RFP- EXHIBIT A

Name of Firm WSB, LLC Proposal Dated 08/28/2024

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

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

Geotechnical Services

- ☒ 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_____

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_____

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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: Pavement Mix Designs

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_____

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Phase I Environmental Investigation

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

Phase II Environmental Investigation

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

Remediation Services

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

Comments:

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

See attached documents for each category.

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

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

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Exhibit C

Exhibit A: Geotechnical Services

Project #1

Project Title: Building Renovations at the State Office Building and Governor's Residence

Scope: Features of this project include a complete renovation of the existing 290,136 square feet of building and construction of an additional 140,000 square feet to bring the new total of the office building to 430,136 square feet. Additionally, work will include updating the electrical, mechanical, plumbing, and exterior repairs consisting of tuck pointing, foundation waterproofing and foundation repairs.

WSB provided special inspections, materials testing, and geotechnical services in following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Fireproofing and Firestopping Inspections
- Structural Steel, Welding, and Bolting Inspections
- Geotechnical Soils Analysis
- Foundation Design Recommendations

Date Started: 2023

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Osborn, PE | 24 Years of Experience | Professional Engineer – MN #41362

Client's Name: MN Dept. of Admin - RECS

Clients Mailing Address: 309 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Client Contact Person:

Name: Eric Radel

Position/Title: Construction Operations Manager

Telephone: 612-201-2380

Email: eric.radel@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #2

Project Title: CSAH 33 and CSAH 46 Intersection Evaluation

Scope: WSB provided geotechnical services including soil borings, soil classification, laboratory testing, and recommendations for pavement design, use of onsite soils as fills, fill placement and compaction, cold weather construction, and other geotechnical related items. Mark oversaw the drilling process and reviewed the soil boring classifications and laboratory testing. Mark provided a flexible pavement design thickness based on MnDOT design guidelines and Annual Average Daily Traffic (AADT) volumes.

Date Started: 2022

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Osborn, PE | 24 Years of Experience | Professional Engineer – MN #41362

Client's Name: Dakota County

Clients Mailing Address: 1590 Highway 55, Hastings, MN 55033

Client Contact Person:

Name: Matthew Parent

Position/Title: Senior Project Manager

Telephone: 651-437-3191

Email: Matthew.Parent@CO.DAKOTA.MN.US

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #3

Project Title: TH169 & CSAH 59 Interchange

Scope: WSB provided geotechnical services including 109 soil borings, soil classification, laboratory testing, and recommendations for bridge design including allowable bearing capacity and settlements, pavement design, use of onsite soils as fills, fill placement and compaction, cold weather construction, and other geotechnical related items. Mark oversaw the drilling process and reviewed the soil boring classifications and laboratory testing. Mark completed design calculations and wrote a Foundation Analysis and Design Report (FADR) for the Bridge structure. Mark was also involved in pavement design and review of the Material Design Report (MDR) completed for the roadway sections.

Date Started: 2023

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Osborn, PE | 24 Years of Experience | Professional Engineer – MN #41362

Client's Name: Scott County

Clients Mailing Address: 200 Fourth Avenue West, Shakopee, MN 55379

Client Contact Person:

Name: Craig Jenson

Position/Title: Transportation Planning Manager

Telephone: 952-496-8329

Email: cjenson@co.scott.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #4

Project Title: TH169 & TH282 & CSAH 9 Interchange

Scope: WSB provided geotechnical services including 139 soil borings, 30 cone penetration tests, soil classification, laboratory testing, and recommendations for bridge design including allowable bearing capacity and settlements, pavement design, use of onsite soils as fills, fill placement and compaction, cold weather construction, and other geotechnical related items. Mark oversaw the drilling process and reviewed the soil boring classifications and laboratory testing. Mark completed design calculations and wrote 9 separate Foundation Analysis and Design Report (FADR) for the various bridge, culvert, retaining walls, and underground pedestrian traffic structures. Mark was also involved in pavement design and review of the Material Design Report (MDR) completed for the roadway sections. This project included multiple meetings with MnDOT for changing design conditions and revised work scope.

Date Started: 2023

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Osborn, PE | 24 Years of Experience | Professional Engineer – MN #41362

Client's Name: Scott County

Clients Mailing Address: 200 Fourth Avenue West, Shakopee, MN 55379

Client Contact Person:

Name: Craig Jenson

Position/Title: Transportation Planning Manager

Telephone: 952-496-8329

Email: cjenson@co.scott.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #5

Project Title: Civic on First Hotel

Scope: A 9-story slab-on-grade hotel was planned with a 2-story parking garage. Structural loads for the columns were on the order of 200 to 300 kips and perimeter wall loads were on the order of 5 to 6 kips per lineal foot. The structure was supported on deep foundations placed upon and within intact bedrock. Due to concern of karst topography in the area, additional borings were completed and 6 rock cores placed within the bedrock to analysis the Rock Quality Designation (RQD). Mark was project engineer and provided a geotechnical report with recommendations for deep foundations, rock probes, rock anchors, rock sockets, slabs, as well as pavement section recommendations.

Date Started: 2017

Date Completed: 2019

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Osborn, PE | 24 Years of Experience | Professional Engineer – MN #41362

Client's Name: EKN Development Group

Clients Mailing Address: 220 Newport Center Drive, Newport Beach, CA 92660

Client Contact Person:

Name: Darina Sokanthong

Position/Title: Development Manger

Telephone: 949-467-9008

Email: XXX

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Project #6

Project Title: Platia Place

Scope: The proposed 4-story multi-family housing building included a basement and was approximately 38,000 square feet in dimension. Column loads were designed to be up to 250 kips with perimeter footing loads of up to 6 kips. Estimated settlements for a shallow foundation would exceed acceptable levels, therefore deep foundations were recommended. Mark prepared a competitive cost proposal and was project engineer. A geotechnical report was provided with recommendations for foundations, slabs, below grade / retaining walls, as well as pavement section recommendations.

Date Started: 2019

Date Completed: 2020

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Osborn, PE | 24 Years of Experience | Professional Engineer – MN #41362

Client's Name: JCAP Construction

Clients Mailing Address: 212 South Barstow Street, Eau Claire, WI 54701

Client Contact Person:

Name: Brian Johnson

Position/Title: Founder

Telephone: 715-831-3994

Email: info@jcaprealestate.com

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Project #7

Project Title: Philips Medisize

Scope: The 2-story manufacturing warehouse building included a basement and was approximately 174,000 square feet in dimension. Column loads were designed between 275 to 400 kips, with perimeter footing loads of up to 7 ½ kips. Mark was project engineer and provided a geotechnical report with recommendations for foundations, slabs, below grade/retaining walls, as well as pavement section recommendations.

Date Started: 2018

Date Completed: 2018

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Osborn, PE | 24 Years of Experience | Professional Engineer – WI #E-40912-006

Client's Name: River Valley Architects

Clients Mailing Address: 3300 Birch Street, Suite 1A, Eau Claire, WI 54703

Client Contact Person:

Name: Jamey Bowe

Position/Title: President / Principal Engineer

Telephone: 715-832-0875

Email: info@rivervalleyarchitects.com

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #8

Project Title: West Water Treatment Plant

Scope: A multistory water treatment plant was designed to be constructed upon a hillside on City owner property. Structural loads were up to 400 kips for columns and between 4 to 8 kips per lineal foot for perimeter wall loads. The southwest and northeast slopes were identified as the steepest slopes. WSB performed soils borings and hand augers along the slopes, and obtained samples for laboratory testing. After review of the topographic surface, boring and hand auger logs, and lab tests, a slope stability analysis was completed using RESSA and a report provided with recommendations to reduce the risk of slope failure. WSB also provided soils field and lab testing for this project.

Date Started: 2016

Date Completed: 2016

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: City of Chanhassen

Clients Mailing Address: 7700 Market Blvd, PO Box 147, Chanhassen, MN 55317

Client Contact Person:

Name: George Bender

Position/Title: Assistant City Engineer

Telephone: 652-227-1164

Email: gbender@chanhassen.gov

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #9

Project Title: Camp Ripley Area 5 Billets

Scope: This project replaced the "tin huts" installed at Camp Ripley in the 1960s with new one-story housing billets consisting of reinforced masonry walls, steel beams, and wood trusses, with separate utilities for sanitary, natural gas, and water. Each of the billets is comprised of five - 39 ft. by 22 ft. sleeping units divided by ½-hour fire walls capable of holding 10-20 occupants. Single-hipped truss roofs connect two sets of billets which are separated with a breezeway and 1-hour fire walls.

WSB provided special inspections and material testing in the following capacities:

- Excavation and Backfill Inspection and Testing
- Concrete Flatwork Inspection
- Test Rolling of Aggregate Base and Subgrade
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Testing
- Masonry and Grout Observations and Testing

Date Started: 2021

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Chad DeMenge, PE | 20 Years of Experience | Professional Engineer – MN #45854

Client's Name: MN Department of Military Affairs (MnDMA)

Clients Mailing Address: 15000 Highway 115, Little Falls, MN 56345

Client Contact Person:

Name: Michael E. Rude, PE, LEED AP BD+C

Position/Title: Civil Engineer, MnDMA Facilities Management Office

Telephone: 320-616-6157

Email: Michael.e.rude.nfg@army.mil

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Exhibit A: Concrete Testing & Inspection Services

Responder's unique qualifications pertaining to this Category: In addition to our extensive inspection and materials testing experience, as demonstrated below, WSB provides concrete inspection, material testing, and sampling on more than 150 projects annually. This includes the inspection of formwork and reinforcing steel on some of the largest roadway projects in the state, such as the $378M TH494 to I-169 Design-Build project in Bloomington, MN and $430M Twin Ports Interchange CMGC project in Duluth, MN. It total, WSB has more than 85 MnDOT and ACI certified inspectors and material testers. WSB also maintains an AASHTO Re:source Accredited and USACE Validated Materials Testing Lab, in addition to labs in Duluth, MN and Rochester, MN, as well as mobile testing trailer.

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Project #1

Project Title: Law Enforcement Integrative Health Unit Addition

Scope: Project scope included the expansion of the Dakota County Law Enforcement Integrative Health Unit located in Hastings, MN. This project includes the construction of a 14,000 sqft building addition and civil site work for a new detention unit dedicated to housing inmates with medical or mental health needs. The addition has 28 beds separated into different housing units with staff support space, program and treatment spaces, and connection points to the existing facility. Construction features consist of CMU wall construction, masonry lintel beams, masonry reinforcement, and bolted structural steel components.

WSB provided special inspections and materials testing in following capacities:

- Excavation and Bedrock Removal Observations
- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Full-time on-site Inspections
- Masonry Observations and Testing
- Structural Steel Inspections

Date Started: 2023

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Dakota County

Clients Mailing Address: 1590 Highway 55, Hastings, MN 55033

Client Contact Person:

Name: Mike Wiese, CCM

Position/Title: Sr. Project Manager

Telephone: 612-438-4375

Email: Michael.wiese@co.dakota.mn.us

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Project #2

Project Title: Building Renovations at the State Office Building and Governor's Residence

Scope: Features of this project include a complete renovation of the existing 290,136 square feet of building and construction of an additional 140,000 square feet to bring the new total of the office building to 430,136 square feet. Additionally, work will include updating the electrical, mechanical, plumbing, and exterior repairs consisting of tuck pointing, foundation waterproofing and foundation repairs.

WSB provided special inspections, materials testing, and geotechnical services in following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Fireproofing and Firestopping Inspections
- Structural Steel, Welding, and Bolting Inspections

Date Started: 2023

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: MN Dept. of Admin - RECS

Clients Mailing Address: 309 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Client Contact Person:

Name: Eric Radel

Position/Title: Construction Operations Manager

Telephone: 612-201-2380

Email: eric.radel@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #3

Project Title: Mississippi Gateway Regional Park

Scope: This project consists of civil site work at the Mississippi Gateway Regional Park, as well as construction of a multi-use visitors center, maintenance building, and other structures throughout the park. Park paths, walkways, canoe/kayak launch, and a raised walkway placed on helical piles are also included in the construction scope of work.

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Floor Flatness & Levelness Testing
- Masonry Observation & Testing
- Helical Pier Installation & Inspections
- Reinforcing Steel Inspections
- Structural Steel Inspections

Date Started: 2023

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Three Rivers Park District

Clients Mailing Address: 3000 Xenium Lane North, Plymouth, MN 55441

Client Contact Person:

Name: Matt Swenson

Position/Title: Project Manager

Telephone: 763-383-2535

Email: matt.swenson@threeriversparks.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #4

Project Title: West Water Treatment Plant

Scope: WSB partnered with the City of Chanhassen to provide professional engineering services for the design, construction, special inspections, and material testing for a 9 million gallon-per-day water treatment plant located in Chanhassen, MN.

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Structural Steel Inspections

Date Started: 2018

Date Completed: 2018

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: City of Chanhassen

Clients Mailing Address: 7700 Market Blvd, PO Box 147, Chanhassen, MN 55317

Client Contact Person:

Name: George Bender

Position/Title: Assistant City Engineer

Telephone: 652-227-1164

Email: gbender@chanhassen.gov

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #5

Project Title: Interlachen County Club Entertainment Complex

Scope: This project consisted of the construction of two new slab on grade buildings approximately 15,000 to 20,000 square feet each, open air covered tennis courts, and site work such as road relocations, and raised pickle ball courts placed on helical piles.

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Adhesive Anchors
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt and Concrete Pavement Testing

Date Started: 2024

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Interlachen County Club

Clients Mailing Address: 6200 Interlachen Blvd, Edina, MN 55436

Client Contact Person:

Name: Joel Livingood

Position/Title: General Manager and CEO

Telephone: 952-924-7401

Email: jlivingood@interlachencc.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #6

Project Title: The Hollows Apartment Complex

Scope: Construction of the Hollows Apartment Complex included a four-story workforce housing building with underground parking. WSB provided special inspections and testing requirements for the entire project including masonry, precast walls, structural steel, and adhesive anchor inspections

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Adhesive Anchors
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Testing
- Masonry Observations and Testing
- Structural Wood Inspections
- Precast Concrete

Date Started: 2022

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: JO Companies, LLC

Clients Mailing Address: St. Paul, MN

Client Contact Person:

Name: Johnny Opara

Position/Title: President and CEO

Telephone: 612-743-5392

Email: johnny.opara@jocompanies.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #7

Project Title: Split Rock Lighthouse Campground and Shower Building

Scope: WSB worked with the MnDNR to provide all materials testing and special inspections for the construction of a shower building at the new campground at Split Rock Lighthouse State Park. WSB provided frequent site visits for special inspections and materials testing. The shower building was built with concrete, masonry, and structural timber. WSB's team utilized their familiarity of the area and with DNR construction projects to make sure the shower building was properly constructed, and all requirements were met. WSB also provided construction services such as materials testing and inspection to implement this new campground in the State Park.

WSB provided special inspections and material testing in the following capacities:

- Full-time On-site Inspection and Contract Administration
- Soils and Aggregate Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Inspection and Testing
- Masonry Observations and Testing
- Structural Wood Inspections

Date Started: 2021

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Chad DeMenge, PE | 20 Years of Experience | Professional Engineer – MN #45854

Client's Name: MN Dept. of Natural Resources and Lake County

Clients Mailing Address: MnDNR – 500 Lafayette Road, St. Paul, MN 55155

Lake County – 601 3rd Avenue, Two Harbors, MN 55616

Client Contact Person:

Name: Jon Hendrickson
Position/Title: MnDNR Project Manager
Telephone: 218-834-1410
Email: jon.hendrickson@state.mn.us

Name: Jason DiPiazza
Position/Title: Lake County Project Manager
Telephone: 218-834-8380
Email: Jason.dipiazza@co.lake.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #8

Project Title: Camp Ripley Area 5 Billets

Scope: This project replaced the "tin huts" installed at Camp Ripley in the 1960s with new one-story housing billets consisting of reinforced masonry walls, steel beams, and wood trusses, with separate utilities for sanitary, natural gas, and water. Each of the billets is comprised of five - 39 ft. by 22 ft. sleeping units divided by ½-hour fire walls capable of holding 10-20 occupants. Single-hipped truss roofs connect two sets of billets which are separated with a breezeway and 1-hour fire walls.

WSB provided special inspections and material testing in the following capacities:

- Excavation and Backfill Inspection and Testing
- Concrete Flatwork Inspection
- Test Rolling of Aggregate Base and Subgrade
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Testing
- Masonry and Grout Observations and Testing

Date Started: 2021

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Chad DeMenge, PE | 20 Years of Experience | Professional Engineer – MN #45854

Client's Name: MN Department of Military Affairs (MnDMA)

Clients Mailing Address: 15000 Highway 115, Little Falls, MN 56345

Client Contact Person:

Name: Michael E. Rude, PE, LEED AP BD+C

Position/Title: Civil Engineer, MnDMA Facilities Management Office

Telephone: 320-616-6157

Email: Michael.e.rude.nfg@army.mil

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #9

Project Title: DeParq Woods Drainage Improvements

Scope: Scope of work for this project included the construction of a bituminous paved roadway, concrete curb and gutter, bituminous parking area, and concrete flatwork at DeParq Woods in Little Falls, MN.

WSB provided special inspections and material testing in the following capacities:

- Excavation and Backfill Inspection and Testing
- Concrete Flatwork Inspection
- Concrete Field and Laboratory Testing
- Soils Field and Laboratory Testing

Date Started: 2024

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Matt Indihar, PE | 12 Years of Experience | Professional Engineer – MN #54276

Client's Name: MN Department of Military Affairs (MnDMA)

Clients Mailing Address: 15000 Highway 115, Little Falls, MN 56345

Client Contact Person:

Name: Amanda Munkeby

Position/Title: Project Manager

Telephone: 320-616-2611

Email: amanda.r.munkeby.nfg@army.mil

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #10

Project Title: Mayo Clinic Firestopping, Special Inspections, Ground Penetrating Radar (GPR) Master Contract

Scope: WSB's is currently under contract to provide Firestopping, Special Inspections, GPR services for the Mayo Clinic in Rochester, MN. WSB staff assigned to the project to ensure work is completed efficiently and documentation is accurate and completed in a timely manner. Additionally, WSB assists with GPR services, inspection of structural steel, concrete testing and sampling, welding inspections, and firestopping inspections.

WSB provided special inspections, materials testing, and geotechnical services in following capacities:

- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Fireproofing and Firestopping Inspections
- Structural Steel, Welding, and Bolting Inspections

Date Started: 2018

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Mayo Clinic

Clients Mailing Address: 200 1st Street SW, Rochester, MN 55905

Client Contact Person:

Name: Brian Ellsworth

Position/Title: Section Head of Construction Management

Telephone: 507-538-9092

Email: Ellsworth.brian@mayo.edu

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Exhibit A: Masonry Testing & Inspection Services

Project #1

Project Title: Law Enforcement Integrative Health Unit Addition

Scope: Project scope included the expansion of the Dakota County Law Enforcement Integrative Health Unit located in Hastings, MN. This project includes the construction of a 14,000 sqft building addition and civil site work for a new detention unit dedicated to housing inmates with medical or mental health needs. The addition has 28 beds separated into different housing units with staff support space, program and treatment spaces, and connection points to the existing facility. Construction features consist of CMU wall construction, masonry lintel beams, masonry reinforcement, and bolted structural steel components.

WSB provided special inspections and materials testing in following capacities:

- Excavation and Bedrock Removal Observations
- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Full-time on-site Inspections
- Masonry Observations and Testing
- Structural Steel Inspections

Date Started: 2023

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Dakota County

Clients Mailing Address: 1590 Highway 55, Hastings, MN 55033

Client Contact Person:

Name: Mike Wiese, CCM

Position/Title: Sr. Project Manager

Telephone: 612-438-4375

Email: Michael.wiese@co.dakota.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #2

Project Title: Mississippi Gateway Regional Park

Scope: This project consists of civil site work at the Mississippi Gateway Regional Park, as well as construction of a multi-use visitors center, maintenance building, and other structures throughout the park. Park paths, walkways, canoe/kayak launch, and a raised walkway placed on helical piles are also included in the construction scope of work.

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Floor Flatness & Levelness Testing
- Masonry Observation & Testing
- Helical Pier Installation & Inspections
- Reinforcing Steel Inspections
- Structural Steel Inspections

Date Started: 2023

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Three Rivers Park District

Clients Mailing Address: 3000 Xenium Lane North, Plymouth, MN 55441

Client Contact Person:

Name: Matt Swenson

Position/Title: Project Manager

Telephone: 763-383-2535

Email: matt.swenson@threeriversparks.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #3

Project Title: The Hollows Apartment Complex

Scope: Construction of the Hollows Apartment Complex included a four-story workforce housing building with underground parking. WSB provided special inspections and testing requirements for the entire project including masonry, precast walls, structural steel, and adhesive anchor inspections

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Adhesive Anchors
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Testing
- Masonry Observations and Testing
- Structural Wood Inspections
- Precast Concrete

Date Started: 2022

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: JO Companies, LLC

Clients Mailing Address: St. Paul, MN

Client Contact Person:

Name: Johnny Opara

Position/Title: President and CEO

Telephone: 612-743-5392

Email: johnny.opara@jocompanies.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #4

Project Title: Split Rock Lighthouse Campground and Shower Building

Scope: WSB worked with the MnDNR to provide all materials testing and special inspections for the construction of a shower building at the new campground at Split Rock Lighthouse State Park. WSB provided frequent site visits for special inspections and materials testing. The shower building was built with concrete, masonry, and structural timber. WSB's team utilized their familiarity of the area and with DNR construction projects to make sure the shower building was properly constructed, and all requirements were met. WSB also provided construction services such as materials testing and inspection to implement this new campground in the State Park.

WSB provided special inspections and material testing in the following capacities:

- Full-time On-site Inspection and Contract Administration
- Soils and Aggregate Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Inspection and Testing
- Masonry Observations and Testing
- Structural Wood Inspections

Date Started: 2021

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Chad DeMenge, PE | 20 Years of Experience | Professional Engineer – MN #45854

Client's Name: MN Dept. of Natural Resources and Lake County

Clients Mailing Address: MnDNR – 500 Lafayette Road, St. Paul, MN 55155

Lake County – 601 3rd Avenue, Two Harbors, MN 55616

Client Contact Person:

Name: Jon Hendrickson
Position/Title: MnDNR Project Manager
Telephone: 218-834-1410
Email: jon.hendrickson@state.mn.us

Name: Jason DiPiazza
Position/Title: Lake County Project Manager
Telephone: 218-834-8380
Email: Jason.dipiazza@co.lake.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #5

Project Title: Camp Ripley Area 5 Billets

Scope: This project replaced the "tin huts" installed at Camp Ripley in the 1960s with new one-story housing billets consisting of reinforced masonry walls, steel beams, and wood trusses, with separate utilities for sanitary, natural gas, and water. Each of the billets is comprised of five - 39 ft. by 22 ft. sleeping units divided by ½-hour fire walls capable of holding 10-20 occupants. Single-hipped truss roofs connect two sets of billets which are separated with a breezeway and 1-hour fire walls.

WSB provided special inspections and material testing in the following capacities:

- Excavation and Backfill Inspection and Testing
- Concrete Flatwork Inspection
- Test Rolling of Aggregate Base and Subgrade
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Testing
- Masonry and Grout Observations and Testing

Date Started: 2021

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Chad DeMenge, PE | 20 Years of Experience | Professional Engineer – MN #45854

Client's Name: MN Department of Military Affairs (MnDMA)

Clients Mailing Address: 15000 Highway 115, Little Falls, MN 56345

Client Contact Person:

Name: Michael E. Rude, PE, LEED AP BD+C

Position/Title: Civil Engineer, MnDMA Facilities Management Office

Telephone: 320-616-6157

Email: Michael.e.rude.nfg@army.mil

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Exhibit A: Structural Steel Testing & Inspection

Project #1

Project Title: Law Enforcement Integrative Health Unit Addition

Scope: Project scope included the expansion of the Dakota County Law Enforcement Integrative Health Unit located in Hastings, MN. This project includes the construction of a 14,000 sqft building addition and civil site work for a new detention unit dedicated to housing inmates with medical or mental health needs. The addition has 28 beds separated into different housing units with staff support space, program and treatment spaces, and connection points to the existing facility. Construction features consist of CMU wall construction, masonry lintel beams, masonry reinforcement, and bolted structural steel components.

WSB provided special inspections and materials testing in following capacities:

- Excavation and Bedrock Removal Observations
- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Full-time on-site Inspections
- Masonry Observations and Testing
- Structural Steel Inspections

Date Started: 2023

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Dakota County

Clients Mailing Address: 1590 Highway 55, Hastings, MN 55033

Client Contact Person:

Name: Mike Wiese, CCM

Position/Title: Sr. Project Manager

Telephone: 612-438-4375

Email: Michael.wiese@co.dakota.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #2

Project Title: Building Renovations at the State Office Building and Governor's Residence

Scope: Features of this project include a complete renovation of the existing 290,136 square feet of building and construction of an additional 140,000 square feet to bring the new total of the office building to 430,136 square feet. Additionally, work will include updating the electrical, mechanical, plumbing, and exterior repairs consisting of tuck pointing, foundation waterproofing and foundation repairs.

WSB provided special inspections, materials testing, and geotechnical services in following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Fireproofing and Firestopping Inspections
- Structural Steel, Welding, and Bolting Inspections

Date Started: 2023

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: MN Dept. of Admin - RECS

Clients Mailing Address: 309 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Client Contact Person:

Name: Eric Radel

Position/Title: Construction Operations Manager

Telephone: 612-201-2380

Email: eric.radel@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #3

Project Title: Mississippi Gateway Regional Park

Scope: This project consists of civil site work at the Mississippi Gateway Regional Park, as well as construction of a multi-use visitors center, maintenance building, and other structures throughout the park. Park paths, walkways, canoe/kayak launch, and a raised walkway placed on helical piles are also included in the construction scope of work.

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Floor Flatness & Levelness Testing
- Masonry Observation & Testing
- Helical Pier Installation & Inspections
- Reinforcing Steel Inspections
- Structural Steel Inspections

Date Started: 2023

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Three Rivers Park District

Clients Mailing Address: 3000 Xenium Lane North, Plymouth, MN 55441

Client Contact Person:

Name: Matt Swenson

Position/Title: Project Manager

Telephone: 763-383-2535

Email: matt.swenson@threeriversparks.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #4

Project Title: West Water Treatment Plant

Scope: WSB partnered with the City of Chanhassen to provide professional engineering services for the design, construction, special inspections, and material testing for a 9 million gallon-per-day water treatment plant located in Chanhassen, MN.

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Structural Steel Inspections

Date Started: 2018

Date Completed: 2018

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: City of Chanhassen

Clients Mailing Address: 7700 Market Blvd, PO Box 147, Chanhassen, MN 55317

Client Contact Person:

Name: George Bender

Position/Title: Assistant City Engineer

Telephone: 652-227-1164

Email: gbender@chanhassen.gov

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #5

Project Title: Interlachen County Club Entertainment Complex

Scope: This project consisted of the construction of two new slab on grade buildings approximately 15,000 to 20,000 square feet each, open air covered tennis courts, and site work such as road relocations, and raised pickle ball courts placed on helical piles.

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Adhesive Anchors
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt and Concrete Pavement Testing

Date Started: 2024

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Interlachen County Club

Clients Mailing Address: 6200 Interlachen Blvd, Edina, MN 55436

Client Contact Person:

Name: Joel Livingood

Position/Title: General Manager and CEO

Telephone: 952-924-7401

Email: jlivingood@interlachencc.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #6

Project Title: The Hollows Apartment Complex

Scope: Construction of the Hollows Apartment Complex included a four-story workforce housing building with underground parking. WSB provided special inspections and testing requirements for the entire project including masonry, precast walls, structural steel, and adhesive anchor inspections

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Adhesive Anchors
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Testing
- Masonry Observations and Testing
- Structural Wood Inspections
- Precast Concrete

Date Started: 2022

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: JO Companies, LLC

Clients Mailing Address: St. Paul, MN

Client Contact Person:

Name: Johnny Opara

Position/Title: President and CEO

Telephone: 612-743-5392

Email: johnny.opara@jocompanies.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #7

Project Title: Split Rock Lighthouse Campground and Shower Building

Scope: WSB worked with the MnDNR to provide all materials testing and special inspections for the construction of a shower building at the new campground at Split Rock Lighthouse State Park. WSB provided frequent site visits for special inspections and materials testing. The shower building was built with concrete, masonry, and structural timber. WSB's team utilized their familiarity of the area and with DNR construction projects to make sure the shower building was properly constructed, and all requirements were met. WSB also provided construction services such as materials testing and inspection to implement this new campground in the State Park.

WSB provided special inspections and material testing in the following capacities:

- Full-time On-site Inspection and Contract Administration
- Soils and Aggregate Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Inspection and Testing
- Masonry Observations and Testing
- Structural Wood Inspections

Date Started: 2021

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Chad DeMenge, PE | 20 Years of Experience | Professional Engineer – MN #45854

Client's Name: MN Dept. of Natural Resources and Lake County

Clients Mailing Address: MnDNR – 500 Lafayette Road, St. Paul, MN 55155

Lake County – 601 3rd Avenue, Two Harbors, MN 55616

Client Contact Person:

Name: Jon Hendrickson
Position/Title: MnDNR Project Manager
Telephone: 218-834-1410
Email: jon.hendrickson@state.mn.us

Name: Jason DiPiazza
Position/Title: Lake County Project Manager
Telephone: 218-834-8380
Email: Jason.dipiazza@co.lake.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #8

Project Title: Camp Ripley Area 5 Billets

Scope: This project replaced the "tin huts" installed at Camp Ripley in the 1960s with new one-story housing billets consisting of reinforced masonry walls, steel beams, and wood trusses, with separate utilities for sanitary, natural gas, and water. Each of the billets is comprised of five - 39 ft. by 22 ft. sleeping units divided by ½-hour fire walls capable of holding 10-20 occupants. Single-hipped truss roofs connect two sets of billets which are separated with a breezeway and 1-hour fire walls.

WSB provided special inspections and material testing in the following capacities:

- Excavation and Backfill Inspection and Testing
- Concrete Flatwork Inspection
- Test Rolling of Aggregate Base and Subgrade
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Testing
- Masonry and Grout Observations and Testing

Date Started: 2021

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Chad DeMenge, PE | 20 Years of Experience | Professional Engineer – MN #45854

Client's Name: MN Department of Military Affairs (MnDMA)

Clients Mailing Address: 15000 Highway 115, Little Falls, MN 56345

Client Contact Person:

Name: Michael E. Rude, PE, LEED AP BD+C

Position/Title: Civil Engineer, MnDMA Facilities Management Office

Telephone: 320-616-6157

Email: Michael.e.rude.nfg@army.mil

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Exhibit A: Pavement Testing & Inspection Services

Responder's unique qualifications pertaining to this Category: In addition to our extensive inspection and materials testing experience, as demonstrated below, WSB also serves as the instructors for MnDOT's Aggregate Production, Grading and Base Tester, and Grading and Base Inspector Courses as part of their Technical Certification Program. These courses provide instruction on observation and test rolling on subgrade materials, field and lab testing on aggregate base, and other similar topics for certification following a passing test result. Additionally, WSB was contracted by MnDOT to develop and produce updated Aggregate Production Testing videos for field and laboratory testing of aggregate base materials. WSB also maintains an AASHTO Re:source Accredited and USACE Validated Materials Testing Lab, in addition to labs in Duluth, MN and Rochester, MN, as well as mobile testing trailer.

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #1

Project Title: Law Enforcement Integrative Health Unit Addition

Scope: Project scope included the expansion of the Dakota County Law Enforcement Integrative Health Unit located in Hastings, MN. This project includes the construction of a 14,000 sqft building addition and civil site work for a new detention unit dedicated to housing inmates with medical or mental health needs. The addition has 28 beds separated into different housing units with staff support space, program and treatment spaces, and connection points to the existing facility. Construction features consist of CMU wall construction, masonry lintel beams, masonry reinforcement, and bolted structural steel components.

WSB provided special inspections and materials testing in following capacities:

- Excavation and Bedrock Removal Observations
- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Full-time on-site Inspections
- Masonry Observations and Testing
- Structural Steel Inspections

Date Started: 2023

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Dakota County

Clients Mailing Address: 1590 Highway 55, Hastings, MN 55033

Client Contact Person:

Name: Mike Wiese, CCM

Position/Title: Sr. Project Manager

Telephone: 612-438-4375

Email: Michael.wiese@co.dakota.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #2

Project Title: Building Renovations at the State Office Building and Governor's Residence

Scope: Features of this project include a complete renovation of the existing 290,136 square feet of building and construction of an additional 140,000 square feet to bring the new total of the office building to 430,136 square feet. Additionally, work will include updating the electrical, mechanical, plumbing, and exterior repairs consisting of tuck pointing, foundation waterproofing and foundation repairs.

WSB provided special inspections, materials testing, and geotechnical services in following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Fireproofing and Firestopping Inspections
- Structural Steel, Welding, and Bolting Inspections

Date Started: 2023

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: MN Dept. of Admin - RECS

Clients Mailing Address: 309 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Client Contact Person:

Name: Eric Radel

Position/Title: Construction Operations Manager

Telephone: 612-201-2380

Email: eric.radel@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #3

Project Title: Mississippi Gateway Regional Park

Scope: This project consists of civil site work at the Mississippi Gateway Regional Park, as well as construction of a multi-use visitors center, maintenance building, and other structures throughout the park. Park paths, walkways, canoe/kayak launch, and a raised walkway placed on helical piles are also included in the construction scope of work.

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Floor Flatness & Levelness Testing
- Masonry Observation & Testing
- Helical Pier Installation & Inspections
- Reinforcing Steel Inspections
- Structural Steel Inspections

Date Started: 2023

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Three Rivers Park District

Clients Mailing Address: 3000 Xenium Lane North, Plymouth, MN 55441

Client Contact Person:

Name: Matt Swenson

Position/Title: Project Manager

Telephone: 763-383-2535

Email: matt.swenson@threeriversparks.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #4

Project Title: West Water Treatment Plant

Scope: WSB partnered with the City of Chanhassen to provide professional engineering services for the design, construction, special inspections, and material testing for a 9 million gallon-per-day water treatment plant located in Chanhassen, MN.

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Structural Steel Inspections

Date Started: 2018

Date Completed: 2018

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: City of Chanhassen

Clients Mailing Address: 7700 Market Blvd, PO Box 147, Chanhassen, MN 55317

Client Contact Person:

Name: George Bender

Position/Title: Assistant City Engineer

Telephone: 652-227-1164

Email: gbender@chanhassen.gov

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #5

Project Title: Interlachen County Club Entertainment Complex

Scope: This project consisted of the construction of two new slab on grade buildings approximately 15,000 to 20,000 square feet each, open air covered tennis courts, and site work such as road relocations, and raised pickle ball courts placed on helical piles.

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Adhesive Anchors
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt and Concrete Pavement Testing

Date Started: 2024

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Interlachen County Club

Clients Mailing Address: 6200 Interlachen Blvd, Edina, MN 55436

Client Contact Person:

Name: Joel Livingood

Position/Title: General Manager and CEO

Telephone: 952-924-7401

Email: jlivingood@interlachencc.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #6

Project Title: The Hollows Apartment Complex

Scope: Construction of the Hollows Apartment Complex included a four-story workforce housing building with underground parking. WSB provided special inspections and testing requirements for the entire project including masonry, precast walls, structural steel, and adhesive anchor inspections

WSB provided special inspections and material testing in the following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Adhesive Anchors
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Testing
- Masonry Observations and Testing
- Structural Wood Inspections
- Precast Concrete

Date Started: 2022

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: JO Companies, LLC

Clients Mailing Address: St. Paul, MN

Client Contact Person:

Name: Johnny Opara

Position/Title: President and CEO

Telephone: 612-743-5392

Email: johnny.opara@jocompanies.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #7

Project Title: Split Rock Lighthouse Campground and Shower Building

Scope: WSB worked with the MnDNR to provide all materials testing and special inspections for the construction of a shower building at the new campground at Split Rock Lighthouse State Park. WSB provided frequent site visits for special inspections and materials testing. The shower building was built with concrete, masonry, and structural timber. WSB's team utilized their familiarity of the area and with DNR construction projects to make sure the shower building was properly constructed, and all requirements were met. WSB also provided construction services such as materials testing and inspection to implement this new campground in the State Park.

WSB provided special inspections and material testing in the following capacities:

- Full-time On-site Inspection and Contract Administration
- Soils and Aggregate Field and Lab Testing
- Concrete Field and Lab Testing
- Test Rolling of Aggregate Base and Subgrade
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Inspection and Testing
- Masonry Observations and Testing
- Structural Wood Inspections

Date Started: 2021

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Chad DeMenge, PE | 20 Years of Experience | Professional Engineer – MN #45854

Client's Name: MN Dept. of Natural Resources and Lake County

Clients Mailing Address: MnDNR – 500 Lafayette Road, St. Paul, MN 55155

Lake County – 601 3rd Avenue, Two Harbors, MN 55616

Client Contact Person:

Name: Jon Hendrickson
Position/Title: MnDNR Project Manager
Telephone: 218-834-1410
Email: jon.hendrickson@state.mn.us

Name: Jason DiPiazza
Position/Title: Lake County Project Manager
Telephone: 218-834-8380
Email: Jason.dipiazza@co.lake.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #8

Project Title: Camp Ripley Area 5 Billets

Scope: This project replaced the "tin huts" installed at Camp Ripley in the 1960s with new one-story housing billets consisting of reinforced masonry walls, steel beams, and wood trusses, with separate utilities for sanitary, natural gas, and water. Each of the billets is comprised of five - 39 ft. by 22 ft. sleeping units divided by ½-hour fire walls capable of holding 10-20 occupants. Single-hipped truss roofs connect two sets of billets which are separated with a breezeway and 1-hour fire walls.

WSB provided special inspections and material testing in the following capacities:

- Excavation and Backfill Inspection and Testing
- Concrete Flatwork Inspection
- Test Rolling of Aggregate Base and Subgrade
- Reinforcing Steel Inspections
- Structural Steel Inspections
- Asphalt Pavement Testing
- Masonry and Grout Observations and Testing

Date Started: 2021

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Chad DeMenge, PE | 20 Years of Experience | Professional Engineer – MN #45854

Client's Name: MN Department of Military Affairs (MnDMA)

Clients Mailing Address: 15000 Highway 115, Little Falls, MN 56345

Client Contact Person:

Name: Michael E. Rude, PE, LEED AP BD+C

Position/Title: Civil Engineer, MnDMA Facilities Management Office

Telephone: 320-616-6157

Email: Michael.e.rude.nfg@army.mil

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Exhibit A: Fireproofing/Firestopping Testing & Inspection Services

Project #1

Project Title: Springhill Suites – St. Paul

Scope: The construction consisted of the erection of a 10-story hotel containing 185 guest rooms and an integrated parking ramp containing 162 stalls. The hotel was constructed of post-tensioned concrete and is supported on 84 reinforced caisson foundations that were embedded down to competent soils/rock.

WSB provided special inspections and materials testing in following capacities:

- Soils Field and Lab Testing
- Fireproofing/Firestopping Inspections
- Concrete Field and Lab Testing
- Concrete Maturity Testing
- Floor Flatness & Levelness Testing
- Reinforcing Steel Inspections
- Full-time on-site Inspections
- Masonry Observations and Testing
- Structural Steel, Welding, and Bolting Inspections

Date Started: 2018

Date Completed: 2020

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Weis Builders

Clients Mailing Address: 1590 Highway 55, Hastings, MN 55033

Client Contact Person:

Name: Chris Hemanstorfer

Position/Title: Superintendent

Telephone: 612-243-5000

Email: chrishermansdorfer@weisbuilders.com

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #2

Project Title: Building Renovations at the State Office Building and Governor's Residence

Scope: Features of this project include a complete renovation of the existing 290,136 square feet of building and construction of an additional 140,000 square feet to bring the new total of the office building to 430,136 square feet. Additionally, work will include updating the electrical, mechanical, plumbing, and exterior repairs consisting of tuck pointing, foundation waterproofing and foundation repairs.

WSB provided special inspections, materials testing, and geotechnical services in following capacities:

- Soils Field and Lab Testing
- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Fireproofing and Firestopping Inspections
- Structural Steel, Welding, and Bolting Inspections

Date Started: 2023

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: MN Dept. of Admin - RECS

Clients Mailing Address: 309 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155

Client Contact Person:

Name: Eric Radel

Position/Title: Construction Operations Manager

Telephone: 612-201-2380

Email: eric.radel@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #3

Project Title: Mayo Clinic Firestopping, Special Inspections, Ground Penetrating Radar (GPR) Master Contract

Scope: WSB's is currently under contract to provide Firestopping, Special Inspections, GPR services for the Mayo Clinic in Rochester, MN. WSB staff assigned to the project to ensure work is completed efficiently and documentation is accurate and completed in a timely manner. Additionally, WSB assists with GPR services, inspection of structural steel, concrete testing and sampling, welding inspections, and firestopping inspections.

WSB provided special inspections, materials testing, and geotechnical services in following capacities:

- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Fireproofing and Firestopping Inspections
- Structural Steel, Welding, and Bolting Inspections

Date Started: 2018

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Mayo Clinic

Clients Mailing Address: 200 1st Street SW, Rochester, MN 55905

Client Contact Person:

Name: Brian Ellsworth

Position/Title: Section Head of Construction Management

Telephone: 507-538-9092

Email: Ellsworth.brian@mayo.edu

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #4

Project Title: Mayo Generose Expansion

Scope: WSB provided CMT/special structural inspections, technical report writing and expertise in CMT and special structural field inspections. This includes performing field inspections related to building link foundations/sub-grade inspections, tower crane foundation inspections, structural steel column to column bolt fusion welding, concrete reinforcement/placement/anchors, normal weight and lightweight concrete field testing, concrete floor slab flatness/levelness testing, high strength structural bolt inspections, steel floor/roof deck puddle weld and fastener inspection, structural steel fabrication plant inspections, structural steel field fillet weld visual and full-penetration weld inspections, steel stud/exterior curtainwall inspections, spray applied/intumescent paint fireproofing inspections, firestopping-through-wall penetrations inspections and final special structural inspections report.

WSB provided special inspections, materials testing, and geotechnical services in following capacities:

- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Fireproofing and Firestopping Inspections
- Structural Steel, Welding, and Bolting Inspections
- Floor Flatness/Levelness Testing
- Exterior Curtain Wall Inspections

Date Started: 2018

Date Completed: 2019

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Mayo Clinic

Clients Mailing Address: 200 1st Street SW, Rochester, MN 55905

Client Contact Person:

Name: Michael Craven

Position/Title: Mayo Clinic Construction Manager

Telephone: N/A

Email: craven.michael@mayo.edu

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #5

Project Title: Mayo Clinic Kellen Research Building

Scope: WSB provided CMT/special structural inspections, technical report writing and expertise in CMT and special structural field inspections for the design and construction of the Mayo Clinic's Kellen Research Building.

WSB provided special inspections, materials testing, and geotechnical services in following capacities:

- Concrete Field and Lab Testing
- Reinforcing Steel Inspections
- Fireproofing and Firestopping Inspections
- Structural Steel, Welding, and Bolting Inspections
- Floor Flatness/Levelness Testing
- Concrete Maturity Testing
- Adhesive Anchors
- Masonry Inspection & Testing

Date Started: 2018

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Mark Watson, PE | 17 Years of Experience | Professional Engineer – MN #48709

Client's Name: Knutson Construction

Clients Mailing Address: 200 1st Street SW, Rochester, MN 55905

Client Contact Person:

Name: Tyler Lenzner

Position/Title: Project Manager

Telephone: 507-206-2519

Email: tlenzner@knutsonconstruction.com

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Exhibit A: Phase I Environmental Investigation

Project #1

Project Title: CSAH 5 (Minnetonka Blvd) Roadway Improvement Project

Scope: Hennepin County retained WSB to provide environmental services for the CSAH 5 roadway improvements project. As the project PM, Jeffrey was responsible for managing communication and scheduling with contractors, subcontractors, field staff and the County. He directed staff and provided submittal review for the project's Phase I ESA, which identified 20 high, 28 medium, and 10 low risk sites in accordance with Hennepin County's risk ranking definitions. He also directed the planning and provided overall project review and QA/QC for the subsequent Phase II ESA. The Phase II ESA identified elevated concentrations of PAHs, benzene, arsenic and DRO, petroleum and chemical odors, and buried debris at multiple locations. Jeffrey coordinated with the County and staff and managed the overall RAP/CCP preparation, which identified nine soil contamination areas requiring special management during construction. He also managed the coordination and preparation of the project's regulatory assistance requests to the MPCA. WSB will be completing environmental monitoring and oversight for the project during the 2024 and 2025 construction seasons.

Date Started: 2022

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: Hennepin County

Clients Mailing Address: 300 South 6th Street, Minneapolis, MN 55487

Client Contact Person:

Name: Michael Torres

Position/Title: Senior Environmental Scientist

Telephone: 612.695.1841

Email: Michael.Torres@hennepin.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #2

Project Title: Gold Line Bus Rapid Transit Phase I ESA

Scope: Metro Transit retained WSB to complete environmental due diligence for the 10-mile long Gold Line Bus Rapid Transit (BRT) Corridor project between Saint Paul and Woodbury, Minnesota. Jeffrey provided project management for 4 corridor style Phase I ESAs and a Phase II Investigation. WSB reviewed almost 2,000 parcels located within a 500-foot buffer of the project construction limits. For the 4 Phase I ESAs, WSB completed file reviews for 198 MPCA files, 16 MDA files and 25 environmental reports provided by MnDOT. The 4 Phase I ESA's identified 153 High-risk sites, 167 Medium-risk Sites and 62 Low-risk sites. WSB prepared a work plan for the Phase II Investigation at a Utility Corridor that included advancing 14 push probe borings to assess soil and groundwater conditions. WSB submitted a total of 14 soil and 6 groundwater samples for laboratory analysis. Trichloroethylene (TCE) was identified in 1 groundwater sample that exceeded regulatory criteria and benzo(a)pyrene (BaP), BaP equivalents, chromium, cadmium, arsenic, and/or thallium were identified at 6 boring locations that exceeded regulatory thresholds. Additionally, buried debris was identified in 4 of the 14 borings.

Date Started: 2018

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: Metro Transit

Clients Mailing Address: 560 Sixth Avenue North, Minneapolis, MN 55411

Client Contact Person:

Name: Meghan Litsey

Position/Title: Environmental Compliance Lead

Telephone: 651.324.9607

Email: Meghan.Litsey@metrotransit.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #3

Project Title: Valley Oil Site Redevelopment

Scope: WSB provided environmental, geotechnical, and engineering design for redevelopment of the former Valley Oil Site. The 2.2-acre site operated as a commercial bulk petroleum distributer, retail filling station and auto maintenance business. WSB completed a Phase I & II ESAs, asbestos and regulated materials inspections, a preliminary Geotechnical Investigation, cost estimating, RAP/CCP, Limited Site Investigation, and enrollment into the MPCA Brownfields programs (Brownfields ID BF307). WSB prepared bid documents and engineering estimates for the demolition, decommissioning, stormwater design and grading of the site. WSB provided construction monitoring and oversight during site demolition and decommissioning, grading and preparation for the pad-ready site.

Date Started: 2016

Date Completed: 2018

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: City of Savage

Clients Mailing Address: 6000 McColl Drive, Savage, MN 55378

Client Contact Person:

Name: Brad Larson

Position/Title: City Administrator

Telephone: 952.882.2641

Email: BLarson@CityofSavage.com

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #4

Project Title: North Hennepin Community College Campus-Wide Asbestos Inspection

Scope: The asbestos inspections included 10 facility buildings and approximately 500,000 square feet of interior floor space, along with covered and uncovered walkways, and the campus tunnel system. This project was conducted to provide facility O&M personnel a thorough list of types and locations of asbestos-containing materials (ACM) throughout the campus and to assist with potential asbestos management planning purposes. Prior to performing the onsite sampling, WSB reviewed historical asbestos sampling and abatement reports to identify known types and locations of ACM and non-ACM at each building. WSB collected over 400 samples for asbestos content using non-destructive sampling techniques. WSB prepared Asbestos Survey reports for each facility building and prepared a facility inventory spreadsheet which provided a room-by-room listing of materials identified in each building.

Date Started: 2018

Date Completed: 2019

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: MNSCU

Clients Mailing Address: 30 East 7th Street, St. Paul, MN 55101

Client Contact Person:

Name: Erin Lynne

Position/Title: Environmental Health and Safety Officer

Telephone: 763-488-0132

Email: erin.lynne@nhcc.edu

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #5

Project Title: Hamel Road Reconstruction Project

Scope: WSB completed a Phase I ESA, prepared a RAP and proposed actions letter, and enrolled the site into the MPCA's VIC Program. WSB completed test pit excavations to verify types and depths of contamination documented in a Phase II ESA. During the test pit investigation, ACM was identified in the buried debris at the easement. WSB then prepared a RAP/CCP addendum, developed an ECP and submitted both documents to the MPCA for approval. WSB provided remediation oversight during removal of ACM-impacted soil and debris, conducted field screening, managed material assessment and segregation during excavation, collected GPS coordinates for both remediated areas and remaining contamination at the site and tracked waste shipments for disposal.

Date Started: 2015

Date Completed: 2016

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: City of Medina

Clients Mailing Address: 2052 County Road 24, Medina, MN 55340

Client Contact Person:

Name: Steve Scherer

Position/Title: Public Works Director

Telephone: 763-473-8852

Email: steve.scherer@medinamn.gov

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #6

Project Title: Twin Ports Interchange

Scope: Jeffrey provided project management for asbestos and regulated waste assessments at 36 bridges and two buildings as required for structure demolitions. The project included preparation of a site-specific Health and Safety Plan, subcontracting a traffic control provider for lane closures and aerial lift inspection activities. WSB used a core drill and hand tools to collect samples behind abutments seams, where present. During site activities, WSB collected over 1,300 samples for asbestos, 100 samples for lead paint, and over 200 samples for PCBs. Additionally, WSB assessed the bridges for hazardous and/or regulated materials and compiled a summary of materials that require removal prior to demolition/renovation activities. Upon completion of assessment activities, WSB prepared an Asbestos and Regulated Waste Assessment report for each bridge per MnDOT requirements.

Date Started: 2016

Date Completed: 2019

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: MnDOT – District 1

Clients Mailing Address: 395 John Ireland Boulevard, M.S. 620, St. Paul, MN 55155-1899

Client Contact Person:

Name: Summer Allen-Murley

Position/Title: Regulated Materials Manager

Telephone: 612.248.4302

Email: summer.allen@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #7

Project Title: Statewide Miscellaneous Sampling Emergency Removal - Various Locations

Scope: WSB performed asbestos and regulated waste (ARW) assessments and removal oversight at over 50 MnDOT projects/facilities, including district headquarters, truck stations, rest areas and others. Due to the emergency nature of some projects, WSB provided cost estimates to MnDOT within 48 hours of notification and mobilization to the sites within 48 hours of approval or as scheduled with MnDOT facility staff.

Prior to completing ARW assessments, WSB reviewed proposed renovation or as-built plans for each facility and determined appropriate sampling methods and locations based on facility disposition (renovation or demolition). The assessments included collecting samples of suspect asbestos-containing building materials, lead-based paint, PCB caulking materials and inventorying regulated materials that may require special handling or disposal. The assessment results were summarized in a final report (one per building) using MnDOT's ARW assessment template (for full inspections) or a letter report (for limited/partial inspections).

WSB provided project oversight during regulated materials removal, asbestos abatement and building/facility demolition to ensure compliance with MDH, MPCA, OSHA, and MnDOT protocols. WSB also performed asbestos air monitoring and on-site air sample analysis for indoor abatement projects prior to renovation activities. Site activities were documented in daily logs and included dates and times of project abatement/ removal activities, waste quantities, waste shipments, and interactions with project contractors, regulators or other personnel at the site. Following abatement, WSB staff prepared final reports in accordance with MnDOT regulated materials management team (RMMT) guidance.

Date Started: 2018

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: MnDOT

Clients Mailing Address: 395 John Ireland Boulevard, M.S. 620, St. Paul, MN 55155-1899

Client Contact Person:

Name: Jeffrey Neisse

Position/Title: Regulated Materials Unit Supervisor

Telephone: 651.356.2348

Email: Jeffrey.neisse@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Exhibit A: Phase II Environmental Investigation

Project #1

Project Title: CSAH 5 (Minnetonka Blvd) Roadway Improvement Project

Scope: Hennepin County retained WSB to provide environmental services for the CSAH 5 roadway improvements project. As the project PM, Jeffrey was responsible for managing communication and scheduling with contractors, subcontractors, field staff and the County. He directed staff and provided submittal review for the project's Phase I ESA, which identified 20 high, 28 medium, and 10 low risk sites in accordance with Hennepin County's risk ranking definitions. He also directed the planning and provided overall project review and QA/QC for the subsequent Phase II ESA. The Phase II ESA identified elevated concentrations of PAHs, benzene, arsenic and DRO, petroleum and chemical odors, and buried debris at multiple locations. Jeffrey coordinated with the County and staff and managed the overall RAP/CCP preparation, which identified nine soil contamination areas requiring special management during construction. He also managed the coordination and preparation of the project's regulatory assistance requests to the MPCA. WSB will be completing environmental monitoring and oversight for the project during the 2024 and 2025 construction seasons.

Date Started: 2022

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: Hennepin County

Clients Mailing Address: 300 South 6th Street, Minneapolis, MN 55487

Client Contact Person:

Name: Michael Torres

Position/Title: Senior Environmental Scientist

Telephone: 612.695.1841

Email: Michael.Torres@hennepin.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #2

Project Title: Gold Line Bus Rapid Transit Phase I ESA

Scope: Metro Transit retained WSB to complete environmental due diligence for the 10-mile long Gold Line Bus Rapid Transit (BRT) Corridor project between Saint Paul and Woodbury, Minnesota. Jeffrey provided project management for 4 corridor style Phase I ESAs and a Phase II Investigation. WSB reviewed almost 2,000 parcels located within a 500-foot buffer of the project construction limits. For the 4 Phase I ESAs, WSB completed file reviews for 198 MPCA files, 16 MDA files and 25 environmental reports provided by MnDOT. The 4 Phase I ESA's identified 153 High-risk sites, 167 Medium-risk Sites and 62 Low-risk sites. WSB prepared a work plan for the Phase II Investigation at a Utility Corridor that included advancing 14 push probe borings to assess soil and groundwater conditions. WSB submitted a total of 14 soil and 6 groundwater samples for laboratory analysis. Trichloroethylene (TCE) was identified in 1 groundwater sample that exceeded regulatory criteria and benzo(a)pyrene (BaP), BaP equivalents, chromium, cadmium, arsenic, and/or thallium were identified at 6 boring locations that exceeded regulatory thresholds. Additionally, buried debris was identified in 4 of the 14 borings.

Date Started: 2018

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: Metro Transit

Clients Mailing Address: 560 Sixth Avenue North, Minneapolis, MN 55411

Client Contact Person:

Name: Meghan Litsey

Position/Title: Environmental Compliance Lead

Telephone: 651.324.9607

Email: Meghan.Litsey@metrotransit.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #3

Project Title: Valley Oil Site Redevelopment

Scope: WSB provided environmental, geotechnical, and engineering design for redevelopment of the former Valley Oil Site. The 2.2-acre site operated as a commercial bulk petroleum distributer, retail filling station and auto maintenance business. WSB completed a Phase I & II ESAs, asbestos and regulated materials inspections, a preliminary Geotechnical Investigation, cost estimating, RAP/CCP, Limited Site Investigation, and enrollment into the MPCA Brownfields programs (Brownfields ID BF307). WSB prepared bid documents and engineering estimates for the demolition, decommissioning, stormwater design and grading of the site. WSB provided construction monitoring and oversight during site demolition and decommissioning, grading and pad-ready, site preparation.

Date Started: 2016

Date Completed: 2018

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: City of Savage

Clients Mailing Address: 6000 McColl Drive, Savage, MN 55378

Client Contact Person:

Name: Brad Larson

Position/Title: City Administrator

Telephone: 952.882.2641

Email: BLarson@CityofSavage.com

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #4

Project Title: TH 52 Improvements - St. Paul to Inver Grove Heights

Scope: Jeffrey provided project management for environmental investigation and construction monitoring services at the 5-mile-long TH 52 Roadway Improvements Project located between Plato Boulevard in St. Paul and Interstate I-494 in Inver Grove Heights, Minnesota. In 2019, Jeff prepared a corridor-style Phase I ESA in accordance with MnDOT guidance that identified 46 high, 7 medium and 16 low risk sites within a 500-foot buffer of the construction limits. WSB prepared an investigation workplan for a Phase II Investigation that included advancement of 31 push probe borings and submittal of 49 soil and 11 groundwater samples for laboratory analysis. DRO and PAHs were identified in soil and PAHs were identified in groundwater. In 2021, Jeffrey provided management and coordination for construction monitoring at multiple excavation locations where contaminated soil and/or groundwater was identified during the Phase II ESA. Jeffrey worked with staff to support compliance with regulatory requirements and project special provisions. Following project completion, Jeffrey worked with staff to prepare a construction monitoring report and provided final review prior to report submittal.

Date Started: 2019

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: MnDOT

Clients Mailing Address: 395 John Ireland Boulevard, M.S. 620, St. Paul, MN 55155-1899

Client Contact Person:

Name: Carolyn Boben

Position/Title: Contaminated Materials Project Manager

Telephone: 651.226.1271

Email: carolyn.boben@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #5

Project Title: TH 87 Improvements Project - Frazee

Scope: MnDOT retained WSB to provide environmental investigation services for the 1.4-mile long TH 87 roadway improvements project in Frazee, Minnesota. In his role as PM, Jeffrey coordinated with the client and subcontractors, oversaw project delivery, provided overall QA/QC and managed schedule, budget and deliverables. WSB completed a corridor-style Phase I ESA in 2019 that identified 13 high, 16 medium, and 5 low risk sites. Following completion of the Phase I ESA, WSB prepared and executed a work plan for the completion of a Phase II Investigation that included advancing 19 push probe borings to assess soil and groundwater conditions and 4 soil vapor points to assess soil vapor conditions. WSB submitted a total of 39 soil samples, 1 groundwater sample, and 4 soil vapor samples for laboratory analysis. Soil impacts above regulatory thresholds were identified in 4 borings and soil vapor impacts above the regulatory thresholds were identified in 3 soil vapor points. In 2022, Jeffrey managed the response actions for RAP Implementation and was responsible for contractor and MnDOT coordination and scheduling as well as report review and project QA/QC.

Date Started: 2019

Date Completed: 2023

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: MnDOT

Clients Mailing Address: 395 John Ireland Boulevard, M.S. 620, St. Paul, MN 55155-1899

Client Contact Person:

Name: Kelsi Ustipak

Position/Title: Contaminated Material Hydrologist

Telephone: 612-257-2776

Email: Kelsi.Ustipak@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #8

Project Title: Kaposia Landing Park Improvements

Scope: The park is a closed solid waste landfill with an estimated 3.5 million cubic yards of buried waste, covering over 75 acres along the Mississippi River. Jeffrey enrolled the site into the MPCA's VIC Program (VIC ID VP 5391) and prepared a response action plan and construction contingency plan (RAP/CCP), an emission control plan (ECP) and a site-specific Health and Safety Plan for the management and mitigation of environmental and workplace hazards. WSB completed waste characterization at 38 excavation locations, oversaw removal of 50 truckloads of ACWM and 117 truckloads of industrial waste, provided oversight of vapor membrane installation, and obtained an MPCA site specific beneficial reuse determination for reuse of certain buried debris at the project site.

Date Started: 2016, 2019

Date Completed: 2016, 2020

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: City of South St. Paul

Clients Mailing Address: 125 3rd Avenue North, South St. Paul, MN 55075

Client Contact Person:

Name: Nick Guilliams

Position/Title: City Engineer

Telephone: 651-554-3214

Email: nguilliams@sspmn.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #9

Project Title: TH 59 Roadway Improvements - Thief River Falls

Scope: MnDOT retained WSB to provide environmental investigation services for the 7.3-mile long TH 59 roadway improvements project located from approximately CSAH 3 to CSAH 8, in Thief River Falls, Pennington County, Minnesota (Project Corridor). WSB completed a corridor-style Phase I ESA that included the review of 1 MPCA file, 1 MDA file, historical aerial photographs, topographic maps, city directories, and MnDOT Right-of-Way (ROW) Maps. The Phase I ESA identified 1 high, 11 medium, and 3 low risk sites. WSB also completed a separate desktop contamination review for 4 potential stormwater pond siting locations that would later be incorporated into the state project. The desktop review identified a total of 0 high, 4 medium and 1 low risk site located within 500-feet of the 4 proposed stormwater pond locations. Following completion of the Phase I ESA and desktop contamination review, WSB prepared a work plan for the completion of a Phase II Investigation at the Project Corridor. The Phase II Investigation included advancing 12 push probe borings to depths ranging from 8 to 20 feet below grade to assess soil and groundwater conditions. WSB submitted a total of 20 soil samples and 3 groundwater samples for laboratory analysis. Dissolved arsenic was identified in 1 groundwater sample that exceeded regulatory criteria and DRO was identified in 1 soil sample that exceeded regulatory thresholds. During the Summer of 2023, WSB provided environmental oversight during the excavation of DRO impacted soil at one Special Provisions Area to facilitate the installation of a new roundabout intersection and associated grading for roadway and drainage. Following construction, WSB completed a Construction Monitoring Report documenting the environmental oversight and construction monitoring activities completed during reconstruction.

Date Started: 2021

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: MnDOT – Metro District

Clients Mailing Address: 395 John Ireland Boulevard, M.S. 620, St. Paul, MN 55155-1899

Client Contact Person:

Name: Kevin Mustonen

Position/Title: Contaminated Materials Specialist

Telephone: 612.468.8936

Email: kevin.mustonen@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Exhibit A: Remediation Services

Project #1

Project Title: CSAH 5 (Minnetonka Blvd) Roadway Improvement Project

Scope: Hennepin County retained WSB to provide environmental services for the CSAH 5 roadway improvements project. As the project PM, Jeffrey was responsible for managing communication and scheduling with contractors, subcontractors, field staff and the County. He directed staff and provided submittal review for the project's Phase I ESA, which identified 20 high, 28 medium, and 10 low risk sites in accordance with Hennepin County's risk ranking definitions. He also directed the planning and provided overall project review and QA/QC for the subsequent Phase II ESA. The Phase II ESA identified elevated concentrations of PAHs, benzene, arsenic and DRO, petroleum and chemical odors, and buried debris at multiple locations. Jeffrey coordinated with the County and staff and managed the overall RAP/CCP preparation, which identified nine soil contamination areas requiring special management during construction. WSB is currently implementing the MPCA-approved RAP/CCP and will be completing environmental monitoring and oversight for the project during the 2024 and 2025 construction seasons.

Date Started: 2022

Date Completed: N/A - Current

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: Hennepin County

Clients Mailing Address: 300 South 6th Street, Minneapolis, MN 55487

Client Contact Person:

Name: Michael Torres

Position/Title: Senior Environmental Scientist

Telephone: 612.695.1841

Email: Michael.Torres@hennepin.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #2

Project Title: Valley Oil Site Redevelopment

Scope: WSB provided environmental, geotechnical, and engineering design for redevelopment of the former Valley Oil Site. The 2.2-acre site operated as a commercial bulk petroleum distributer, retail filling station and auto maintenance business. WSB completed a Phase I & II ESAs, asbestos and regulated materials inspections, a preliminary Geotechnical Investigation, cost estimating, RAP/CCP, Limited Site Investigation, and enrollment into the MPCA Brownfields programs (Brownfields ID BF307). WSB prepared bid documents and engineering estimates for the demolition, decommissioning, stormwater design and grading of the site. WSB provided construction monitoring and oversight during site demolition and decommissioning, grading and pad-ready, site preparation.

Date Started: 2016

Date Completed: 2018

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: City of Savage

Clients Mailing Address: 6000 McColl Drive, Savage, MN 55378

Client Contact Person:

Name: Brad Larson

Position/Title: City Administrator

Telephone: 952.882.2641

Email: BLarson@CityofSavage.com

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #3

Project Title: TH 59 Roadway Improvements - Thief River Falls

Scope: MnDOT retained WSB to provide environmental investigation services for the 7.3-mile long TH 59 roadway improvements project located from approximately CSAH 3 to CSAH 8, in Thief River Falls, Pennington County, Minnesota (Project Corridor). WSB completed a corridor-style Phase I ESA that included the review of 1 MPCA file, 1 MDA file, historical aerial photographs, topographic maps, city directories, and MnDOT Right-of-Way (ROW) Maps. The Phase I ESA identified 1 high, 11 medium, and 3 low risk sites. WSB also completed a separate desktop contamination review for 4 potential stormwater pond siting locations that would later be incorporated into the state project. The desktop review identified a total of 0 high, 4 medium and 1 low risk site located within 500-feet of the 4 proposed stormwater pond locations. Following completion of the Phase I ESA and desktop contamination review, WSB prepared a work plan for the completion of a Phase II Investigation at the Project Corridor. The Phase II Investigation included advancing 12 push probe borings to depths ranging from 8 to 20 feet below grade to assess soil and groundwater conditions. WSB submitted a total of 20 soil samples and 3 groundwater samples for laboratory analysis. Dissolved arsenic was identified in 1 groundwater sample that exceeded regulatory criteria and DRO was identified in 1 soil sample that exceeded regulatory thresholds. During the Summer of 2023, WSB provided environmental oversight during the excavation of DRO impacted soil at one Special Provisions Area to facilitate the installation of a new roundabout intersection and associated grading for roadway and drainage. Following construction, WSB completed a Construction Monitoring Report documenting the environmental oversight and construction monitoring activities completed during reconstruction.

Date Started: 2021

Date Completed: 2024

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: MnDOT – Metro District

Clients Mailing Address: 395 John Ireland Boulevard, M.S. 620, St. Paul, MN 55155-1899

Client Contact Person:

Name: Kevin Mustonen

Position/Title: Contaminated Materials Specialist

Telephone: 612.468.8936

Email: kevin.mustonen@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #4

Project Title: Kaposia Landing Park Improvements

Scope: The park is a closed solid waste landfill with an estimated 3.5 million cubic yards of buried waste, covering over 75 acres along the Mississippi River. Jeffrey enrolled the site into the MPCA's VIC Program (VIC ID VP 5391) and prepared a response action plan and construction contingency plan (RAP/CCP), an emission control plan (ECP) and a site-specific Health and Safety Plan for the management and mitigation of environmental and workplace hazards. WSB completed waste characterization at 38 excavation locations, oversaw removal of 50 truckloads of ACWM and 117 truckloads of industrial waste, provided oversight of vapor membrane installation, and obtained an MPCA site specific beneficial reuse determination for reuse of certain buried debris at the project site.

Date Started: 2016, 2019

Date Completed: 2016, 2020

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: City of South St. Paul

Clients Mailing Address: 125 3rd Avenue North, South St. Paul, MN 55075

Client Contact Person:

Name: Nick Guilliams

Position/Title: City Engineer

Telephone: 651-554-3214

Email: nguilliams@sspmn.org

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #5

Project Title: TH 87 Improvements Project - Frazee

Scope: MnDOT retained WSB to provide environmental investigation services for the 1.4-mile long TH 87 roadway improvements project in Frazee, Minnesota. In his role as PM, Jeffrey coordinated with the client and subcontractors, oversaw project delivery, provided overall QA/QC and managed schedule, budget and deliverables. WSB completed a corridor-style Phase I ESA in 2019 that identified 13 high, 16 medium, and 5 low risk sites. Following completion of the Phase I ESA, WSB prepared and executed a work plan for the completion of a Phase II Investigation that included advancing 19 push probe borings to assess soil and groundwater conditions and 4 soil vapor points to assess soil vapor conditions. WSB submitted a total of 39 soil samples, 1 groundwater sample, and 4 soil vapor samples for laboratory analysis. Soil impacts above regulatory thresholds were identified in 4 borings and soil vapor impacts above the regulatory thresholds were identified in 3 soil vapor points. In 2022, Jeffrey managed the response actions for RAP Implementation and was responsible for contractor and MnDOT coordination and scheduling as well as report review and project QA/QC.

Date Started: 2019

Date Completed: 2023

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: MnDOT

Clients Mailing Address: 395 John Ireland Boulevard, M.S. 620, St. Paul, MN 55155-1899

Client Contact Person:

Name: Kelsi Ustipak

Position/Title: Contaminated Material Hydrologist

Telephone: 612-257-2776

Email: Kelsi.Ustipak@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

Project #6

Project Title: TH 52 Improvements - St. Paul to Inver Grove Heights

Scope: Jeffrey provided project management for environmental investigation and construction monitoring services at the 5-mile-long TH 52 Roadway Improvements Project located between Plato Boulevard in St. Paul and Interstate I-494 in Inver Grove Heights, Minnesota. In 2019, Jeff prepared a corridor-style Phase I ESA in accordance with MnDOT guidance that identified 46 high, 7 medium and 16 low risk sites within a 500-foot buffer of the construction limits. WSB prepared an investigation workplan for a Phase II Investigation that included advancement of 31 push probe borings and submittal of 49 soil and 11 groundwater samples for laboratory analysis. DRO and PAHs were identified in soil and PAHs were identified in groundwater. In 2021, Jeffrey provided management and coordination for construction monitoring at multiple excavation locations where contaminated soil and/or groundwater was identified during the Phase II ESA. Jeffrey worked with staff to support compliance with regulatory requirements and project special provisions. Following project completion, Jeffrey worked with staff to prepare a construction monitoring report and provided final review prior to report submittal.

Date Started: 2019

Date Completed: 2022

Name and Number of Years Experience of Supervising Staff Member (Min. 5yrs experience & Certified in the State of MN):

Jeff Rice, PG, CHMM | 23 Years of Experience | PG – MN #54663; CHMM - #14655

Client's Name: MnDOT

Clients Mailing Address: 395 John Ireland Boulevard, M.S. 620, St. Paul, MN 55155-1899

Client Contact Person:

Name: Carolyn Boben

Position/Title: Contaminated Materials Project Manager

Telephone: 651.226.1271

Email: carolyn.boben@state.mn.us

Docusign Envelope ID: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

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:

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Exhibit D1

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

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

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

This policy will provide coverage for all claims the 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

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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: 7E3A3AF4-1D0F-4F75-846A-11103A367EE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2024

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
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55416

CONTACT NAME: Kasi Heilig
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: kasi.heilig@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co PittsburghPA	19445
INSURER B : Great American Fidelity Insurance Co	41858
INSURER C : Zurich American Insurance Company	16535
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WSB LLC
701 Xenia Ave So., Suite 300
Minneapolis, MN 55416

WSBASSOCIA

COVERAGES **CERTIFICATE NUMBER:** 612024526 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5425678	3/1/2024	3/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 25,000
	POLICY X PRO-JECT X LOC						PERSONAL & ADV INJURY	$ 2,000,000
	OTHER:						GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY			CA4693553	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TUUF16688300	3/1/2024	3/1/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		WC014196003 WC015853268	3/1/2024 3/1/2024	3/1/2025 3/1/2025	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Inland Marine			CPP696163600	3/1/2024	3/1/2025	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Minnesota Department of Administration Division of Real Estate and Construction Services Master Contract

CERTIFICATE HOLDER

Minnesota Department of Administration Division of Real Estate and Construction Services
309 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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/24/2024

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	CONTACT NAME: Jeanne Danmeier	
H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Co.	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WSB LLC
701 Xenia Avenue South
Ste. 300
Minneapolis MN 55416

COVERAGES **CERTIFICATE NUMBER:** 2023-2024 WSB LLC 3 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5019079*	10/01/2023	10/01/2024	Each Claim/ Each Policy Year Aggregate	$5,000,000 $10,000,000

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

*Professional Liability Per Claim Deductible - $50,000

PROJECT NAME: Minnesota Department of Administration Division of Real Estate and Construction Services Master Contract

*See accompanying sheet for complete Certificate Holder name.

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

Minnesota Department of Administration Division of Real Estate*
309 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

Theresa M. Anderson

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AGENCY CUSTOMER ID: 00001372

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
H. Robert Anderson and Associates, Inc.	WSB & Associates, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

09/24/2024

WSB LLC - Certificate of Insurance (Cont'd):

PROJECT NAME: Minnesota Department of Administration Division of Real Estate and Construction Services Master Contract

*Complete Certificate Holder name is as follows:

Minnesota Department of Administration Division of Real Estate and Construction Services
309 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155

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Exhibit E & Exhibit E1

Workforce and Equal Pay Declaration Page

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

Select one:

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

Select all that apply:

We are a Certificate holder:

- ☒ Workforce Certificate under the name: WSB & Associates DBA WSB
- ☒ Equal Pay Certificate under the name: WSB & Associates

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

0000228581	WSB, LLC	MN Dept. of Admin RECS
Vendor/Supplier ID	**Business Name**	**Name of Contracting Agency**
Michael J. Rief, PE, DBIA	Sr. Vice President of Construction & Design-Build Divisions	08/28/2024
Authorized Signatory Name	**Title**	**Date**
Michael J Rief	mrief@wsbeng.com	612-518-8329
Signature	**Email**	**Phone**

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

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[redacted]

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.

WSB, LLC
Organization Name

Michael J. Rief, PE, DBIA Sr. Vice President of Construction & Design-Build Divisions
Name and Title of Official Signing for Organization

By: Michael J Rief
Signature of Official

08/28/2024
Date

Rev. 01/16

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Exhibit I

Affidavit of Noncollusion

State of Minnesota
Request for Proposals

Firm Name:

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

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

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

Authorized Signature

Responder's firm name: WSB, LLC.

Print authorized representative name: Michael J. Rief, PE, DBIA Title: Sr. Vice President of Construction & Design-Build Divisions

Authorized signature: Michael J Rief Date (mm/dd/yyyy): 08/28/2024

Notary Public

Subscribed and sworn to before me this:

28TH day of AUGUST, 2024

Notary Public signature

01/31/2026
Commission expires (mm/dd/yyyy)

NICOLE O. MUSKE
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2026