CITY OF SOUTH ST. PAUL
MEETING AGENDA

ECONOMIC DEVELOPMENT AUTHORITY

Council Chambers
125 3rd Avenue North
South St. Paul, MN 55075

Monday, April 7, 2025
IMMEDIATELY FOLLOWING THE CONCLUSION OF THE 7:00 P.M. MEETING OF THE CITY COUNCIL

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **CONSENT AGENDA:**

   All items listed on the Consent Agenda are items, which are considered routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member or citizens requests, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

   A. Meeting Minutes for the March 3, 2025, EDA Meeting

5. **GENERAL BUSINESS:**

   A. 2025 Spring Grant Round Applications – Cleanup and Redevelopment of 843 Hardman Avenue South (Wakota Crossing South - Phase 1)

   B. Surcharge Proposal - Hardman Triangle Phase 1

6. **ITEMS FOR FUTURE FOLLOW-UP:**

   General communications of the President and Commissioners are provided and may be considered for inclusion on a future agenda. There will be no discussion or decisions made related to these items at this meeting.

7. **ADJOURNMENT**

ECONOMIC DEVELOPMENT AUTHORITY AGENDA REPORT

DATE:	April 7, 2025
DEPARTMENT:	City Clerk
PREPARED BY:	Deanna Werner
AGENDA ITEM NUMBER:	4.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Meeting Minutes for the March 3, 2025, EDA Meeting

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Approve as presented by consent.

OVERVIEW
Approval of meeting minutes for the EDA Meeting held on Monday, March 3, 2025

SOURCE OF FUNDS
N/A

ATTACHMENTS
1. 03-03-2025 EDA Minutes

SOUTH ST. PAUL ECONOMIC DEVELOPMENT AUTHORITY MINUTES OF MARCH 3, 2025

1. CALL TO ORDER

President Jimmy Francis called the regular meeting of the Economic Development Association to order at 8:25 PM on Monday, March 3, 2025.

2. ROLL CALL

Present: Tom Seaberg, Jimmy Francis, Lori Hansen, Pam Bakken, Todd Podgorski, Matt Thompson, Joe Kaliszewski

Absent: None

Staff Present:
Ryan Garcia, City Administrator
Deanna Werner, City Clerk
Kori Land, City Attorney

3. APPROVAL OF AGENDA

Moved by: Joe Kaliszewski / Pam Bakken
Moved: To Approve as presented.
Vote: 7 ayes / 0 nays, motion Passed

4. CONSENT AGENDA:

All items listed on the Consent Agenda are items, which are considered routine by the Economic Development Authority and will be approved by one motion. There will be no separate discussion of these items unless a Commissioner or citizen requests, in which case the item will be removed from the consent agenda and considered at the end of the Consent Agenda.

Moved by: Matt Thompson / Tom Seaberg
Moved: To approve by consent as presented.
Vote: 7 ayes / 0 nays, motion Passed

A. Meeting Minutes for February 3, 2025 Economic Development Authority Meeting

B. Meeting Minutes for February 24, 2025 Economic Development Authority Special Meeting

C. Amendment #1 to Development Agreement - Blue River Holdings, LLC

D. Temporary Storage Agreement

5. GENERAL BUSINESS:

A. Hardman Triangle Conceptual Masterplan & District Stormwater Guide

Moved by: Matt Thompson / Tom Seaberg

Moved: To Approve Resolution 2025-005, Hardman Triangle Masterplan & Stormwater Guide.
Vote: 7 ayes / 0 nays, motion Passed

6. ITEMS FOR FUTURE FOLLOW-UP:

General communications of the President and Commissioners are provided and may be considered for inclusion on a future agenda. There will be no discussion or decisions made related to these items at this meeting.

7. ADJOURNMENT

Moved by: Pam Bakken / Lori Hansen
Moved: To Adjourn
Vote: 7 ayes / 0 nays, motion Passed

The meeting was adjourned at 8:36 PM.

/s/: Deanna Werner
City Clerk

ECONOMIC DEVELOPMENT AUTHORITY AGENDA REPORT

DATE:	April 7, 2025
DEPARTMENT:	Economic Development
PREPARED BY:	Ryan Garcia
AGENDA ITEM NUMBER:	5.A.

MEETING TYPE
Regular Meeting

AGENDA ITEM
2025 Spring Grant Round Applications – Cleanup and Redevelopment of 843 Hardman Avenue South (Wakota Crossing South - Phase 1)

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to approve Resolution 2025-6, authorizing the Executive Director to submit an application for the Contamination and Cleanup Grant Program to the Minnesota Department of Employment and Economic Development (DEED) for environmental clean-up activities at 843 Hardman Avenue South (Wakota Crossing South - Phase 1).

Motion to approve Resolution 2025-7, authorizing the Executive Director to submit an application for the Metropolitan Council's Tax Base Revitalization Account (TBRA) for environmental clean-up activities at 843 Hardman Avenue South (Wakota Crossing South - Phase 1).

OVERVIEW
The Met Council's Tax Base Revitalization Account (TBRA) and DEED's Contamination Cleanup and Investigation Grant Program both help communities to pay for assessing and cleaning up contaminated sites for private or public redevelopment. Grants are available to offset the costs to investigate and clean up sites that have recognized environmental concerns impacting soil and groundwater. Both publicly and privately owned sites with known or suspected soil or groundwater contamination qualify. Cities, port authorities, housing and redevelopment authorities, economic development authorities, or counties are eligible for funding. For the Spring 2025 application cycle, DEED anticipates awarding approximately $4,000,000 in funding statewide while the Met Council is offering $2,500,000 in funding for communities located in the 7-county Metro. Applications for both programs are due on May 1, 2025.

Staff has been collaborating with Danner Family Limited Partnership (DFLP) and their environmental consultant, Braun Intertec, on a plan for the cleanup and redevelopment of an approximately 35 acre site south of I-494, the longtime home of "Danner, Inc.". In late 2024, the City was awarded a TBRA Investigation Grant to support DFLP's completion of various studies and analyses of this site, including conducting soil, groundwater, and vapor sampling. These site investigations indicated that environmental challenges exist at the property, specifically with respect to the prevalence of methane and other vapors in the soil throughout the site and the need to remove, safely handle and export soils with high levels of contaminants found at the site.

Total costs to implement the Response Action Plan for the first phase of redevelopment as required by the Minnesota Pollution Control Agency (MPCA) are estimated at more than $2,000,000. The estimated cost includes the retroactive installation of an intrinsically safe vapor mitigation system for the existing office / maintenance garage at 843 Hardman Avenue, the installation of an intrinsically safe vapor mitigation system for the proposed new building, and the redevelopment of the western portion of the new site (approximately 8 acres in size). This portion of the Site includes the new 79,200 sq-ft building, an approximately 40,000 sq-ft stormwater pond, a utility easement, and associated parking and driveways.

The clean-up related costs for which grant funding will be requested include the following elements:

- The design, installation, environmental oversight during the installation, and post-installation sampling for the vapor mitigation systems for the existing building and the proposed new building.
- The excavation, transportation, and disposal of contaminated soils.
- The import of clean fill to provide the required 2-foot buffer between remaining contaminated soils and paved surface, utility trenches, and the 4-foot buffer required at the stormwater pond.
- Management of contaminated groundwater during construction for dewatering purposes.
- Environmental oversight, monitoring, and testing during construction activities
- Reporting following completion of the first phase of redevelopment, including a RAP Implementation Report, O&M Plans for the vapor mitigation systems, and the Environmental Covenant
- MPCA Voluntary Program Charges for Technical Approvals and Liability Assurances

SOURCE OF FUNDS

Collectively, DEED and TBRA funding can cover up to 88% of eligible cleanup costs, and the developer is responsible for matching funds of at least 12%. The Developer’s budgeted total project costs, including the environmental mitigation costs, are more than $10,000,000. The developer is poised to commit substantial resources to this opportunity, and although the cleanup challenges are daunting, they remain committed to pursuing the development of additional job-creating and property-tax generating development in South St. Paul.

For this first phase, the developer's plan proposes a 79,200 square foot office-warehouse building for lease to light industrial tenants at market rates. Comparable properties in Dakota County are valued at between $90 - $100 per square foot for Pay 2025. Based on these assumptions, such values at Pay 2025 property tax rates would yield anywhere between $235,000 and $250,000 in total annual property tax payments.

ATTACHMENTS

1. Resolution 2025 - 6
2. Resolution 2025-7
3. Site Orientation Map

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. 2025-6

RESOLUTION TO AUTHORIZE SUBMISSION OF AN APPLICATION FOR THE CONTAMINATION CLEANUP GRANT PROGRAM TO SUPPORT THE DEVELOPMENT OF THE "WAKOTA CROSSING" INDUSTRIAL PROJECT

WHEREAS, the City of South St. Paul, Minnesota (the "City"), through its Economic Development Authority (the "EDA") desires to manage and remediate contaminated sites to allow for redevelopment; and

WHEREAS, the Minnesota Department of Employment and Economic Development ("DEED") provides opportunities for local governments to apply for grants for the purpose of reducing the potential threat to public health and the environment, creating new jobs, increasing tax base, and providing other public benefits by redeveloping polluted and underproductive sites; and

WHEREAS, the City and its constituent agencies has successfully used DEED grant funds to conduct environmental management and remediation throughout BridgePoint Business Park, at Mississippi Landing, and at several development sites on Hardman Avenue.

NOW, THEREFORE, BE IT RESOLVED that the EDA does hereby approve the Contamination Cleanup grant application submitted to DEED on or before May 1, 2025 by the EDA for the implementation of a Response Action Plan for the development of a first phase of the City's "Wakota Crossing" industrial development vision at 843 Hardman Avenue South ; and

BE IT FURTHER RESOLVED that the City of South St. Paul is located within the seven county metropolitan area defined in section 473.121, subdivision 2, and is participating in the local housing incentives program under section 473.254; and

BE IT FURTHER RESOLVED that the EDA act as the legal sponsor for the project contained in the Contamination Cleanup Grant Program to be submitted on or before May 1, 2025 and that its President and Executive Director are hereby authorized to apply to DEED for funding of this project on behalf of the EDA; and

BE IT FURTHER RESOLVED that the EDA has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure adequate project administration; and

BE IT FURTHER RESOLVED that the sources and amounts of the local match identified in the application are committed to the project identified; and

BE IT FURTHER RESOLVED that the EDA has not violated any Federal, State, or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice;

BE IT FURTHER RESOLVED that upon approval of its application by the State, the EDA may enter into an agreement with the State of Minnesota for the above-referenced project, and that the

EDA certifies that it will comply with all applicable laws and regulations as stated in all contract agreements;

NOW, THEREFORE, BE IT FINALLY RESOLVED THAT the President and Executive Director are hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant

Adopted this 7th day of April, 2025.

______________________________	______________________________
President, James P. Francis	Executive Director, Ryan Garcia

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF SOUTH ST. PAUL

I do hereby certify the above resolution is a true and accurate copy of the Resolution adopted by the Economic Development Authority in and for the City of South St. Paul at an authorized meeting held on the 7th day of April, 2025 as shown by the minutes of the meeting in my possession.

Dated this ____ day of __________, 20___

____
Deanna Werner, Secretary

South St. Paul Economic Development Authority
Dakota County, Minnesota

RESOLUTION NO. 2025-7

RESOLUTION TO AUTHORIZE SUBMISSION OF AN APPLICATION FOR THE TAX BASE REVITALIZATION ACCOUNT

WHEREAS, the City of South St. Paul, Minnesota (the "City") is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2025 as determined by the Metropolitan Council, and the Economic Development Authority of the City of South St. Paul (the "EDA") is therefore eligible to make application to apply for funds under the Tax Base Revitalization Account ("TBRA"); and

WHEREAS, the City has identified a contamination cleanup project, the site of which has a legal description of Lot 1 and Lot 2 Block 1 of Wakota Addition within the City (the "Property") that meets the TBRA's purposes of enhancing the city tax base and promoting job creation and is consistent with and promotes the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the EDA has the institutional, managerial and financial capability to ensure adequate project and grant administration; and

WHEREAS, the EDA certifies that it will comply with all applicable laws and regulations as stated in the contract grant agreements; and

WHEREAS, the EDA finds that the required contamination cleanup will not occur through private or other public investment within the reasonably foreseeable future without Tax Base Revitalization Account grant funding; and

WHEREAS, the EDA represents that it has undertaken reasonable and good faith efforts to procure funding for the activities for which TBRA funding is sought but has not found nor secured from other sources sufficient funding for the cleanup and states that this representation is based on the following reasons and supporting facts:

- An application is being presented to the Minnesota Department of Employment and Economic Development's ("DEED") Contamination Cleanup Grant Program to help offset the extraordinary costs related to implementation of a Response Action Plan (the "RAP") for the Property. The EDA understands that DEED's program is highly competitive, and intends to make most efficient use of all available funding sources to implement the RAP for the property.
- Site preparation costs including geotechnical site correction, filling and grading, infrastructure improvements and stormwater management are so extensive that TBRA Assistance will be needed to cover Environmental Mitigation costs and maintain financial viability for the redevelopment project at the Property.

NOW, THEREFORE, BE IT RESOLVED THAT the EDA authorizes the Executive Director to submit an application to the Livable Communities Act Tax Base Revitalization Account grant for the Project; and

BE IT FURTHER RESOLVED that if a TBRA grant is awarded for this project, the EDA acknowledges that it will be the grantee and agrees to act as legal sponsor to administer and be responsible for grant funds expended for the project contained in the TBRA grant application submitted on or before May 1, 2025.

Adopted this 7th day of April, 2025.

______________________________	______________________________
President, James P. Francis	Executive Director, Ryan Garcia

CERTIFICATION

STATE OF MINNESOTA
COUNTY OF DAKOTA
CITY OF SOUTH ST. PAUL

I do hereby certify the above resolution is a true and accurate copy of the Resolution adopted by the Economic Development Authority in and for the City of South St. Paul at an authorized meeting held on the 7th day of April as shown by the minutes of the meeting in my possession.

Dated this ____ day of __________, 20___

____
Deanna Werner, Secretary

Existing Danner Property (total +/- 33.5 acres)

ECONOMIC DEVELOPMENT AUTHORITY AGENDA REPORT

DATE:	April 7, 2025
DEPARTMENT:	Economic Development
PREPARED BY:	Ryan Garcia
AGENDA ITEM NUMBER:	5.B.

MEETING TYPE
Regular Meeting

AGENDA ITEM
Hardman Triangle South Phase 1 - Site Surcharge

ACTION TO BE CONSIDERED OR DESIRED OUTCOME
Motion to approve proposal from Designing Earth Contracting for Hardman Triangle Surcharge project, and to authorize the President and Executive Director to execute a Stipulated Price Construction Agreement for the project.

Motion to approve proposal from American Engineering Testing for surcharge monitoring and geotechnical services.

OVERVIEW
The City's 2017 Economic Development Strategy (Updated in 2021) identified an approximately 20-acre area lying between Concord Street, Hardman Avenue, and Grand Avenue as a key focus area for redevelopment. The City's 2040 Comprehensive Plan, adopted by Resolution 2019 - 180, formalized the City's intentions to "Establish a community mixed-use destination area in the vicinity of the Hardman/Concord Triangle" (Goal 4.26). In early 2020, the City's Hardman Triangle Redevelopment Plan, which established a framework for development of a vital mixed-use district at this key location in the community, was prepared through multiple joint worksessions of the EDA and Planning Commision and approved in March 2020. Following the approval of these cornerstone policy documents, Staff and the EDA have made progress towards positioning the City for successful revitalization of the Hardman Triangle, including leveraging state and Met Council grant opportunities to assess the opportunities and constraints related to future development of this area, being opportunistic in assembling property for future redevelopment, and engaging the development community to illuminate the untapped potential of this river-adjacent district.

In March 2025 the EDA approved a District Master Plan and Stormwater Guide for the Hardman Triangle, which provides focus for the following elements of future site development:

- Future site and development parcel boundaries
- Refined development and land-use mix
- Future street and utility rights-of-way

- Future green space
- Site and regional Stormwater Management Infrastructure and Facilities

As the Council is aware, a Preliminary Development Agreement with ZAS, LLC for the southern portion of the Hardman Triangle area was approved by the EDA on November 4, 2024, while the South Triangle Redevelopment Tax Increment Finance District Plan was approved by the EDA and City Council on February 3, 2025. At Monday's meeting, we look to take another important step in realizing the City's vision for the Hardman Triangle by authorizing site preparation activity for the commercial component of ZAS, LLC's concept. This "Pre-Development" work is necessary to mitigate the need for the development to utilize ground improvement techniques in the construction of the commercial buildings which would threaten the financial viability of the project.

Competitive proposals for the site surcharge were received from Frattalone and Designing Earth Contracting (DEC), in accordance with the City's purchasing policy. DEC provided the lowest base bid cost for the work, at $160,650. An additional alternate bid for "haul-off" of the material upon completion of the surcharge project is listed at $135,000, however we do not propose approving the Alternate. Instead, the EDA will retain the material on-site to be used for future grading projects, either within or in proximity to the Hardman Triangle.

American Engineering Testing (AET), who has completed all of the geotechnical analysis to date for the Hardman Triangle project, will be retained to complete all surcharge monitoring over the anticipated 4-month surcharge period.

SOURCE OF FUNDS

The EDA-owned property is withing the Concord Street Redevelopment Project Area (RPA) as approved by the City Council in 2009. From 2009 - 2024, the RPA was also within the Concord Street Tax Increment Financing District #2, which decertified on 12/31/2024. Retained funds from the Concord TIF must be used on eligible expenditures as defined in the TIF plan until all projects are completed or all funds are expended. Site preparation (including site surcharge for soil compaction) is an eligible expenditure; the Cocnord TIF Fund (40490) will be the source of funds for this project.

ATTACHMENTS

1. Surcharge Monitoring Proposal - AET
2. Surcharge Proposal - DEC

AET Project No. P-0041925
March 20, 2025

ACKNOWLEDGMENT AND AGREEMENT OF SERVICES

The services of American Engineering Testing, Inc., (AET) have been requested for the referenced project by Ryan Garcia of the City of South Saint Paul on February 14, 2025.

Understood information from requesting party includes the following:

Project Name:	Hardman Triangle Surcharge Monitoring
Project Address:	125 Grand Avenue East South Saint Paul, Minnesota 55075
Client:	City of South St. Paul
Client Address:	125 3rd Avenue North South St Paul, MN 55075
Client Contact:	Ryan Garcia rgarcia@southstpaul.org

SERVICE EXTENT/COMMUNICATION:

AET's services will be provided on an on-call basis when requested by Client or authorized representative.

UNDERSTOOD SCOPE OF SERVICES INCLUDES THE FOLLOWING:

- Installation of 6 settlement plates with 12 feet of pipe on each plate.
- 16 trips to collect elevations of the top of the pipes to check for settlement.
- Preparing a report presenting the results of the services provided.

This proposal is valid for the 2025 calendar year.

Fees: Unit rate basis per the attached Fee Schedule.

Estimated Total: $18,190.00

TERMS/CONDITIONS:

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE:

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

OTHER ATTACHMENTS (PART OF THIS AGREEMENT)

Fee Schedule
Construction Service Agreement - Terms and Conditions

AET Representative:

Robin L. Flickinger
Principal Project Manager
Phone: 651-659-1301
Email: rflickinger@teamaet.com

Authorized Client Representative:

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0041925

SIGNATURE:____

PRINTED NAME:____

COMPANY:____

ADDRESS: ____

PHONE NUMBER AND EMAIL:___________________________________

DATE:____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME:____

BILLING/MAILING ADDRESS:____________________________________

AP PHONE NUMBER AND INVOICE EMAIL:__________________________

P.O. NO./ PROJECT NO.: _____________________________________

SURCHARGE MONITORING SERVICES FEE SCHEDULE
HARDMAN TRIANGLE
135 GRAND AVENUE EAST
SOUTH SAINT PAUL, MINNESOTA 55075
AET PROPOSAL No. P-0041925

SERVICE DESCRIPTION	PROJECT BUDGET			
	ESTIMATED UNITS		UNIT RATE	BUDGET AMOUNT
Settlement Plate Installation & Monitoring				
Special Consultation - Principal Engineer for review of settlement plate data and report preparation or review.	6	Hours	$280.00	$1,680.00
Settlement Plates - Engineer I for installing, measuring elevations, consultation and report preparation (assumes 16 trips to the jobsite).	50	Hours	$170.00	$8,500.00
Settlement Plates Assistant - Technician I to assist in obtaining elevation measurements (assumes 16 trips to the jobsite).	48	Hours	$105.00	$5,040.00
Personal or company vehicle mileage.	400	Miles	$1.35	$540.00
Settlement Plate Set-Ups (one plate and 12' pipe segment)	6	Each	$290.00	$1,740.00
Section Subtotal:				**$17,500.00**
Project Management & Coordination				
Project Management - Engineer II/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	3	Hours	$200.00	$600.00
Project Administrator for report preparation, review, invoicing.	1	Hour	$90.00	$90.00
Section Subtotal:				**$690.00**
	ESTIMATED BUDGET			**$18,190.00**

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.**

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET's Services. If new information becomes available or changes are made during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

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

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

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

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

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

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

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

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

1.11 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

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

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

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

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

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

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

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

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

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

SECTION 4 - SAFETY

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

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

SECTION 5 - SAMPLES

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

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

SECTION 6 - PROJECT RECORDS

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

SECTION 7 - STANDARD OF CARE

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

SECTION 8 - INSURANCE

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

8.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	$100,000 each accident $500,000 disease policy limit $100,000 disease each employee
Commercial General Liability	$1,000,000 each occurrence $1,000,000 aggregate
Automobile Liability	$1,000,000 each accident
Professional/Pollution Liability Insurance	$1,000,000 per claim $1,000,000 aggregate

8.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

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

8.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

8.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

8.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

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

SECTION 9 - DELAYS

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

SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

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

10.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

10.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 12 - MEDIATION

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

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

SECTION 13 - LITIGATION REIMBURSEMENT

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

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

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

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

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

SECTION 15 - NON-SOLICITATION

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

SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

SECTION 17 - LIMITATION OF LIABILITY

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

SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

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

SECTION 19 - TERMINATION

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

SECTION 20 - SEVERABILITY

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

SECTION 21 - GOVERNING LAW

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

SECTION 22 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

American Engineering Testing, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor
- ☐ C corporation
- ☑ S corporation
- ☐ Partnership
- ☐ Trust/estate
- ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . ______

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

- ☐ Other (see instructions) ______

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) ______

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

550 Cleveland Ave. N.

6 City, state, and ZIP code

St. Paul, MN 55114

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

__ __ __ – __ __ – __ __ __ __

or

Employer identification number

4 1 – 0 9 7 7 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** Phillip Chwialkowski | **Date** 1/1/2025

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD

AMERCON-12 AROSS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2024

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 License # 20443386	CONTACT NAME: Ann Ross	
HUB International Great Plains, LLC 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	PHONE (A/C, No, Ext): (651) 288-5137	FAX (A/C, No): (651) 286-0560
	E-MAIL ADDRESS: ann.ross@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Phoenix Insurance Company	25623
INSURED AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	INSURER B : The Travelers Indemnity Company of America	25666
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D : Charter Oak Fire Insurance Company	25615
	INSURER E : Continental Casualty Company	20443
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			P630539K8896PHX25	1/1/2025	1/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO			8102L6457122543G	1/1/2025	1/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE			CUP3K2260092543	1/1/2025	1/1/2026	AGGREGATE	$ 15,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A		UB9H9151012543G	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2025	1/1/2026	EACH CLAIM	10,000,000
E	RETRO: 070287			ECH254066939	1/1/2025	1/1/2026	AGGREGATE	15,000,000

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

RENEWALS: contracts@teamAET.com

ILLUSTRATION ONLY

CERTIFICATE HOLDER	CANCELLATION
ILLUSTRATION CERTIFICATE 25-26	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 Ann Ross

DESIGNING EARTH CONTRACTING
1282 187th Lane NE | East Bethel, MN 55011
Office: 763-434-4131 Fax 763-413-2853
www.DECMN.com

March 21, 2025

To: **City of South St. Paul**
Attn: Mr. Ryan Garcia
Re: Site Surcharge

DEC Is pleased to provide this proposal for the St Paul Site Surcharge Project. This proposal was prepared using concept plans from provided email from Rob Flickinger Dated 1.10.2025:

Erosion Control

- Install rock construction entrances
- Install standard silt fence around entire site
- Install inlet protection for existing catch basins

Site grading/Excavating

- Strip existing material to prepare for fill to be imported
  - Proposal assumes a 6" strip to stockpile
- Import common fill to surcharge the retail building and restaurant
  - Total amount of import surcharge material – 22,550 CYLV
  - Proposal assumes existing grade to be at 696
  - Surcharge on Retail building to be at 706
  - Surcharge on Restaurant to be at 712
- Proposal assumes leaving material onsite after surcharge is completed
- See add alternate price for export

Qualifications

- Spring 2025 start
- Inlet protection included
- No soil correction included
- No hazardous/contaminated soils removal
- 5 control points needed for our GPS grading/surveying
- Damage to erosion control by others to be repaired by others
- Permanent seeding/fertilizer/mulch and erosion control blanket by others

Exclusions

bollards, drain tile sleeves, drain tile complete, wall penetration, sumps, pumps, and interior plumbing, SAC/WAC, city fees, bond, surveying, soil engineering/testing, dust control, SWPPP

Management/recording, excavating/backfill for mechanical/plumbing contractors, street sweeping for other subs, winter conditions, temp seed/mulch, import/export fill and/or materials unless noted, curb/asphalt repair, insulation, waterproofing, televising, bracing, hazardous/ contaminated soils removal, temp roadway, crane pad, soil correction other than noted, soil conditioning, temp utilities, trench drains, oil/water separators, staging area/materials

Erosion control, and site grading: $ 160,650.00

Add Alternate – Export Surcharge Material to MCES Site: $ 135,000.00

Please feel free to call me with any questions.

Sincerely,

Scott Kent
Project Manager
Cell # 612-418-0934
Office# 763-434-4131
Fax # 763-413-2853
Designing Earth Contracting, Inc.