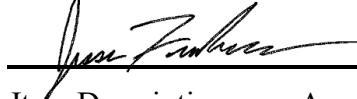


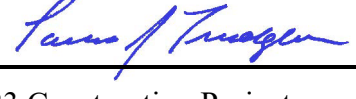
ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: June 20, 2023
Item No.: 10.k

Department Approval



City Manager Approval



Item Description: Approve Professional Services Agreement for 2023 Construction Projects
Materials Testing

BACKGROUND

The 2023 Pavement Management Project (23-04) was awarded on May 8, 2023. Bids were opened for the 2023 Pathways Project (23-05) on June 13, 2023. Both projects require materials testing to ensure materials are supplied and placed according to specifications. Typically, a third party is hired by the City to perform the testing and deliver reports. American Engineering Testing, Inc (AET), has been chosen to provide these services for the 2023 construction projects, which include the PMP and Pathways Projects.

The City Attorney has reviewed the agreement.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

The estimated cost of the proposals by AET is \$23,800 and will be funded using the Street Replacement fund.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the Council approve the Professional Services Agreement for 2023 Construction Projects Materials Testing by American Engineering Testing, Inc.

REQUESTED COUNCIL ACTION

Motion to approve the Professional Services Agreement for 2023 Construction Projects Materials Testing by American Engineering Testing, Inc.

Prepared by: Jennifer Lowry, Assistant Public Works Director/City Engineer
Attachments: A: Agreement

**CITY OF ROSEVILLE
PROFESSIONAL SERVICES AGREEMENT
2023 CONSTRUCTION PROJECTS MATERIALS TESTING**

This Professional Services Agreement (“Agreement”) is made on the _____ day of June 2023 between the City of Roseville, a Minnesota municipal corporation (the “City”), and American Engineering Testing, an Incorporation (the “Contractor”, each a “Party” and together the “Parties”).

1. Scope of Work. The Contractor agrees to provide the professional services described in **Exhibit A and B** (“Work”) which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

2. Term and Termination. The term of this Agreement will commence on June 26, 2023. Unless extended by written agreement of the Parties, this Agreement will terminate no later than June 30, 2024 or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by either Party with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to the other Party. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.

3. Compensation for Work. The City agrees to compensate Contractor the in accordance with **Exhibit C and D** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.

4. Method of Payment. Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.

b. Upon request of the City, Contractor must also provide the City’s project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.

c. A statement dated and signed by the Contractor: “I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.”

5. Representatives and Notices: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination notice issued under this Agreement shall be either hand delivered or sent by U.S. Mail to the below-named individuals:

To City:
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Jennifer Lowry, City Engineer

To Contractor:
American Engineering Testing, Inc.
550 Cleveland Avenue North
Saint Paul, MN 55114
Attn: Phillip Chwialkowski

6. Assignment or Subcontracting. The Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.

7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

8. Annual Review. Following the anniversary date of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the Parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.

9. Compliance with Laws and Regulations. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

10. Non-Discrimination. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements in all of its subcontracts for Work done under this Agreement and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act,

Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

11. Data Practices Act Compliance. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the City any requests from third Parties for information relating to this Agreement.

12. Audit Disclosure. Under Minn. Stat. § 16C.05, subd. 5, Contractor’s books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.

13. Indemnification. The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from any negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.

14. Insurance. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain insurance Contractor shall obtain, at Contractor's expense, as follows:

- a. Workers Compensation insurance in accordance with Minnesota law;
- b. Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. AND/OR General Liability Coverage against claims for bodily injury, death, or property damage arising out of Contractor’s performance of duties under this Agreement;
- c. Automobile insurance for owned, hired and non-owned vehicles;
- d. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
- e. Insurance must be on an “occurrence” basis, and, other than Workers Compensation, the limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate.

- f. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.
- g. Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.

15. Ownership of Documents. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (the "Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

16. Conflicts. No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.

17. Waiver. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties' ability to enforce a subsequent breach.

18. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

20. Severability. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

21. Entire Agreement. Unless stated otherwise in this, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement as of the date set forth above.

CITY OF ROSEVILLE

[CONSULTANT]

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick Trudgeon, City Manager

By: _____
Its: _____

EXHIBIT A
WORK



May 30, 2023

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Attn: Ms. Stephanie Smith, PE – Assistant City Engineer
Stephanie.Smith@cityofroseville.com

RE: Quality Assurance Testing Proposal
2023 Pathway Project
S.A.P. 160-020-049, 062-646-041, 160-020-050, 062-651-073
City Project No. 23-05
Roseville, Minnesota
AET Proposal No. P-0023550

Dear Ms. Smith:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced project. This proposal has been prepared in response to your email request on May 25, 2023, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

The City of Roseville will be performing a street and pathway improvements project during the 2023 construction season. The project area will include; Lexington Ave, Cleveland Ave, and Marion St. The project will be funded with state and municipal funds. Plans and Specifications were prepared by the City. We understand Construction Inspection and Contract Management of the project will be performed by the City.

GEOTECHNICAL INFORMATION

To our knowledge, a preliminary geotechnical exploration program has not been conducted for this project. Because of this, we cannot comment on the soil conditions at depth. Our judgments will be based only on those soils which we observe in the excavations and those present to the

depths explored at our shallow hand auger boring and hand cone penetrometer probe locations. To further explore the soil conditions below these depths, deeper penetration test borings are needed.

PROJECT APPROACH

During the construction improvements, AET will provide experienced MnDOT certified Technicians to perform sampling and material testing services in accordance with the 2022 State Aid for Local Transportation Schedule of Materials Control (2022 SALT SMC). For this project, Ryan Schaefer will be AET's contact. He can be reached at 651-603-6639 (office). AET requires a minimum of 24 hours' notice of the need for Services.

SCOPE OF SERVICES

Based on our review of the available plans and our experience with the City on similar projects, our anticipated scope of services is outlined below. These services will be provided on an on-call basis coordinated through authorized City field personnel.

Soils Sampling and Testing

Our estimate of the sampling and testing to be performed on the grading and base items is based on the requirements of MnDOT's "Specified Density Method" and in accordance with the 2022 SALT SMC. AET will perform MnDOT Relative Density testing (Proctor) as well as in-place density and moisture testing on the following materials:

- Utility Trench Backfill

The MnDOT Dynamic Cone Penetrometer will be used to verify compaction on the Class 5 Aggregate Base sections of the project following the MnDOT Penetration Index procedures in accordance with the 2022 SALT SMC.

AET will perform the sampling of the Class 5 Aggregate Base materials and transport the samples to our St. Paul, Minnesota laboratory. City personnel will update AET on the schedule of material placement, material sources (including changes in source), and changes in quantities.

Retaining Wall Observations and Soil Testing

At the request of the City, during excavation for the retaining walls, an Engineer I from our firm will visit the site on an on-call basis to perform the following services:

- Observe the soils in the bottoms of the excavations completed at that time.
- Perform shallow hand auger borings in the excavations.
- Perform hand cone penetrometer (HCP) probes in the excavations.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads and pavements.
- Document the elevations at various locations at the bottoms of the excavations.
- Document that adequate oversizing of the excavations is provided to support lateral loads from the footings through the fill.

Project plans did not list any soils that would require compaction testing. However, if requested by the City, during placement of fill behind the retaining walls, a Technician II will visit the site on an on-call basis to test the compaction of the fill. The technician will perform the following services:

- In-place field density tests to evaluate the compaction of the fill soils using a nuclear density gauge.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests and direct shear tests (if requested).

Bituminous Pavement Sampling and Testing

As bituminous paving is being completed, AET personnel will pick-up companion samples provided by the contractor during each day of paving and transport the samples to our St. Paul, Minnesota laboratory. Samples will be tested in our laboratory for MnDOT Gyratory Mix Properties as follows:

- Gyratory Density (AASHTO T 312) MnDOT Modified
- Rice Specific Gravity (ASTM D2041)
- Asphalt Extraction and Aggregate Gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117
- Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5)
- Percent Crushed Particles (MnDOT 1214.8)

Concrete Sampling and Testing

During the placement of concrete, AET will perform field testing consisting of slump, air content, temperature of the plastic concrete, and casting of cylinders for compression testing. The 2022

SALT SMC requires field testing for slump, air content, and temperature per every 100 cubic yards of each type of concrete placed each day. Compressive strength cylinders (1 set of 3 cylinders) are required once per every 300 cubic yards of each type of concrete placed each day; the cylinders will be retrieved the following day for curing and testing in our laboratory. The 3 cylinders are to be tested at 28 days. We are proposing to cast sets of 5 cylinders, with compressive strength testing as follows: 1 at 7 days, 3 at 28 days, and the 5th cylinder will be held in reserve for future testing if the 28-day strength requirement is not met.

We have assumed City personnel will be compiling the concrete batch tickets, certificates of compliance, and AET's field test results of the plastic concrete, which we will provide each day we are on-site performing testing services.

REPORTING

AET staff will prepare reports for the City to review. These reports will include the results of our field and laboratory testing as performed per the 2022 SALT SMC and testing frequencies referenced in the project documents. AET will complete the Preliminary Grading and Base Report and the Final Grading and Base Report, once provided with final project quantities. Daily field reports will also be prepared and made available upon request.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. The rates are from the annual fee schedule for 2023 projects.

We have estimated a "minimum required estimate" for the project which estimates the tests needed to satisfy the requirements as defined in the 2022 SALT SMC and the project documents. The "likely needed estimate" is the cost that we anticipate will be required to complete the previously described testing services, based on our experience and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the "likely needed" estimate for the scope of services for the project as outlined in this proposal. Our "likely needed" estimated fee is **\$8,837.50**. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost for the project.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction 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 venturers and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 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.

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact me.

Sincerely,

American Engineering Testing



Ryan S. Schaefer
Geologist I/Project Manager
rschaefer@teamAET.com
651-603-6639



Andrew Schmid, PE*
Engineer III
aschmid@teamAET.com
651-523-1274
*MN, WI, ND, GA

EXHIBIT B
WORK



May 30, 2023

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Attn: Ms. Stephanie Smith, PE – Assistant City Engineer
Stephanie.Smith@cityofroseville.com

RE: Quality Assurance Testing Proposal
2023 Street Improvements
City Project No. 23-04
Roseville, Minnesota
AET Proposal No. P-0023549

Dear Ms. Smith:

Thank you for the opportunity to provide a proposal to perform testing services on the referenced project. This proposal has been prepared in response to your email request on May 25, 2023, and describes our understanding of the project, our anticipated scope of services, our unit rates, and an estimated total fee to perform these services.

PROJECT INFORMATION

The City of Roseville (the City) will be performing a street improvements project during the 2023 construction season. The project area will include; North McCarrons Blvd, Huron St, Dellwood St, Merrill St, Judith Ave, Terrace Dr, Rose Pl, Beacon St, Wheeler St, Fry St, Autumn St, Summer St, Ruggles St, Huron Ave, Dellwood Ave, Roma Ave, Dunlap St, Dionne St, Lindy Ave, Rosetown Ct, Overlook Dr, Transit Ave, and Sextant Ave. With alternate bids on Rose Pl, Avon St, Oakcrest Ave, and Grotto St. The project will be funded with municipal funds. Plans and Specifications were prepared by the City. We understand Construction Inspection and Contract Management of the project will be performed by the City.

550 Cleveland Avenue North | Saint Paul, MN 55114

Phone (651) 659-9001 | (800) 972-6364 | Fax (651) 659-1379 | teamAET.com | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

GEOTECHNICAL INFORMATION

To our knowledge, a preliminary geotechnical exploration program has not been conducted for this project. Because of this, we cannot comment on the soil conditions at depth. Our judgments will be based only on those soils which we observe in the excavations and those present to the depths explored at our shallow hand auger boring and hand cone penetrometer probe locations. To further explore the soil conditions below these depths, deeper penetration test borings are needed.

PROJECT APPROACH

During the construction improvements, AET will provide experienced technicians to perform sampling and material testing services in accordance with the 2022 State Aid for Local Transportation Schedule of Materials Control (2022 SALT SMC). For this project, Ryan Schaefer will be AET's contact. He can be reached at 651-603-6639 (office). AET requires a minimum of 24 hours' notice of the need for Services.

SCOPE OF SERVICES

Based on our review of the available plans and our experience with the City on similar projects, our anticipated scope of services is outlined below. These services will be provided on an on-call basis coordinated through authorized City field personnel.

Soils Sampling and Testing

Based upon the information provided to us at the time of this proposal, we have assumed no new embankments will be constructed. The MnDOT Dynamic Cone Penetrometer will be used to verify compaction on the Class 5 Aggregate Base sections of the project following the MnDOT Penetration Index procedures in accordance with the 2022 SALT SMC.

AET will perform the sampling of the Class 5 Aggregate Base materials and transport the samples to our St. Paul, Minnesota laboratory. City personnel will update AET on the schedule of material placement, material sources (including changes in source), and changes in quantities.

Bituminous Pavement Sampling and Testing

As bituminous paving is being completed, AET personnel will pick-up companion samples provided by the contractor during each day of paving and transport the samples to our St. Paul,

Minnesota laboratory. Samples will be tested in our laboratory for MnDOT Gyration Mix Properties as follows:

- Gyration Density (AASHTO T 312) MnDOT Modified
- Rice Specific Gravity (ASTM D2041)
- Asphalt Extraction and Aggregate Gradation (ASTM D2172 Method E-11) MnDOT Modified C137 and C117
- Fine Aggregate Angularity (AASHTO T 304, Method A, MnDOT 1206.5)
- Percent Crushed Particles (MnDOT 1214.8)

AET assumes the City will utilize the MnDOT program to determine random core locations of bituminous based on information regarding tonnage (lot sizes) and pavement placement patterns. We also assume City personnel will mark the core locations in the field. This proposal does not incorporate the time and cost to mark the core locations or to determine random core locations. These services will be provided at your request. The City will coordinate the removal of both the contractor and companion cores with the contractor.

After the completion of the coring, AET will retrieve companion core samples from the project contractor for laboratory testing. This testing will include the following:

- The thickness of each layer of the core sample
- The density of each layer of the core sample

Concrete Sampling and Testing

During the placement of concrete, AET will perform field testing consisting of slump, air content, temperature of the plastic concrete, and casting of cylinders for compression testing. The 2022 SALT SMC requires field testing for slump, air content, and temperature per every 100 cubic yards of each type of concrete placed each day. Compressive strength cylinders (1 set of 3 cylinders) are required once per every 300 cubic yards of each type of concrete placed each day; the cylinders will be retrieved the following day for curing and testing in our laboratory. The 3 cylinders are to be tested at 28-days. We are proposing to cast sets of 5 cylinders, with compressive strength testing as follows: 1 at 7 days, 3 at 28 days, and the 5th cylinder will be held in reserve for future testing if the 28-day strength requirement is not met.

We have assumed City personnel will be compiling the concrete batch tickets, certificates of compliance, and AET's field test results of the plastic concrete, which we will provide each day we are on-site performing testing services.

REPORTING

AET staff will prepare reports for the City to review. These reports will include the results of our field and laboratory testing as performed per the 2022 SALT SMC. Daily field reports will also be prepared and made available upon request.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached Materials Testing Estimate. Our invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. The rates are from the annual fee schedule for 2023 projects.

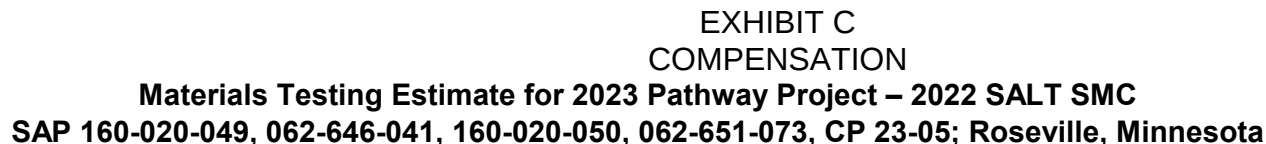
We have estimated a “minimum required estimate” for the project which estimates the tests needed to satisfy the requirements as defined in the 2022 SALT SMC and the project documents. The “likely needed estimate” is the cost that we anticipate will be required to complete the previously described testing services, based on our experience and assumed scheduling of the project. Therefore, we propose a budget cost estimate using the “likely needed” estimate for the scope of services for the project as outlined in this proposal. Our “likely needed” estimated fee is **\$14,919.00**. We refer you to the attached Materials Testing Estimate as reference to how we arrived at this estimated cost for the project.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction 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 venturers and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 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.



Notes:

1. For grading and base materials, per the 2022 SALT SMC, less than 500 tons (250 CY) may be accepted by the Engineer without testing.
2. Number of "Likely" bituminous samples and trips assumes 2 days of paving.

Estimate prepared by: **Ryan Schaefer**

Page 1 of 1



EXHIBIT D COMPENSATION

Materials Testing Estimate for 2023 Street Improvements – 2022 SALT SMC City Project No. 23-04; Roseville, Minnesota

Material	Units	Quantity	Trips	Hours	Agency Testing & Frequency	# of Tests		Cost per Test (\$)	Cost (\$)	
						Minimum	Likely		Minimum	Likely
Select Granular Borrow Note 1	CY	50	0	0	Gradation (1/40000 CY)			130.00	0.00	0.00
					Penetration Index DCP (1/2000 CY)			60.00	0.00	0.00
Aggregate Base Class 5	CY	1,010	2	5	Gradation (2 per lot, 1 lot ≤ 2000 CY)	1	2	130.00	130.00	260.00
					Road, Penetration Index DCP (1/500 CY)	3	4	60.00	180.00	240.00
					Percent Crushed (1/source, if required)			210.00	0.00	0.00
					LAR (1/source, if required)			175.00	0.00	0.00
					Insoluble Residue (1/source, if required)			580.00	0.00	0.00
					Litho Exam & Shale Float Test (1/source, if required)			520.00	0.00	0.00
					Bitumen Content (Engineer's discretion)			275.00	0.00	0.00
Bituminous - SP WE/NW	TON	8,187	8	12	MnDOT Gyratory Mix Properties (1/day/mix type)	2	8	595.00	1190.00	4760.00
					Companion Core Density & Thickness	48	48	53.00	2544.00	2544.00
Concrete - Sidewalk, Pedestrian Ramps, Curb & Gutter	CY	200	6	15	Plastic Concrete Testing (1 set of tests/100 CY) - Included in hourly rate see below					
					Concrete Compressive Strength, Curing, & Handling 4x8 Cylinders (includes mold) (5 cys/300 CY)	15	30	40.00	600.00	1200.00
					Concrete sample pick up from job site	3	5	95.00	285.00	475.00
1632								Subtotal =	4,929.00	9,479.00

Notes:

1. For grading and base materials, per the 2022 SALT SMC, less than 500 tons (250 CY) may be accepted by the Engineer without testing.
2. Number of "Likely" bituminous samples, cores, and trips assumes 8 days of paving (±1000 tons of bituminous per day). Assumes testing of all companion cores and no longitudinal density cores.

Time and Mileage	Unit	Rate (\$)	Minimum Quantity	Likely Quantity	Minimum Cost	Likely Cost
Mileage, Personal Automobile/Truck	Mile	1.25	320	320	400.00	400.00
Level II Engineering Technician	Hour	110.00	32	32	3,520.00	3,520.00
Engineer II, Project Management	Hour	180.00	5	8	900.00	1,440.00
Project Administrator	Hour	80.00	1	1	80.00	80.00
Subtotal =					4,900.00	5,440.00

Estimate prepared by: Ryan Schaefer		Minimum	Likely
	Total Cost Estimate =	9,829.00	14,919.00