CITY OF ST. AUGUSTA
COUNCIL MEETING
October 20, 2026
7:00 pm

AGENDA

1. **Call Meeting to Order – Mayor Schmitz**
2. **Pledge of Allegiance**
3. **Consent Agenda**
   Items on the consent agenda are generally procedural, non-controversial and/or have been previously discussed by the City Council. These items do not require further discussion at the meeting and are passed by one motion of the Council. Additional information is included for items within the agenda packet, and Council Members may move items to the regular agenda for further discussion as needed.
   a. **Approval of Agenda**
   b. **Bills Payable, Receipts and Treasurer's Report. Payroll 124e-131e, Echecks 25747-25761, checks 29289-29299**
4. **September 2026 Building Report – Mike Wallen**
5. **Engineer Item – Proposal for pavement evaluation**
6. **Grant discussion for Initiative Foundation Grant - Jennifer**
7. **Council Member Comments/Purview**
8. **Administrator's Report**
9. **Adjourn**

REMINDERS: City Council Work Session Meeting, Tuesday, October 20, 2026
General Election Day, Tuesday, November 3, 2026
Regular Council Meeting, Tuesday, November 10, 2026
City Council Work Session Meeting, Tuesday, November 24, 2026

To: **Mayor Jeff Schmitz and Members of the St. Augusta City Council**
From: **Kim Claussen, Deputy Clerk**
Date: **October 20, 2026**
Re: **October 20, agenda**

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CITY OF ST AUGUSTA

*Check Summary Register©

Batch: PAY20260121.00,OCT 26 USBCC,PAY 21 26X,10 20 26 MTG

	Name	Check Date	Check Amt	
10100	**STATE BANK OF KIMBAL**			
124e	CLAUSSEN, KIM M	10/09/26	$1,986.86	
125e	HILL, MARY M	10/09/26	$1,055.74	
126e	HOLLERMANN, PAUL A.	10/09/26	$1,523.98	
127e	KIFFMEYER, MARK G.	10/09/26	$1,726.73	
128e	ROTT, STEVEN	10/09/26	$330.74	
129e	SCHLUETER, STEVEN F.	10/09/26	$846.41	
130e	VOIGT, MASON M	10/09/26	$523.63	
131e	WOLTERS, KENNETH G	10/09/26	$814.42	
25747e	US BANK OBRIEN	10/05/26	$21.59	G - ADOBE SUBSCRIPTION
25748e	US BANK CLAUSSEN	10/05/26	$394.90	G - ADOBE SUBSCRIPTION
25749e	US BANK BLASHACK	10/05/26	$135.24	G - MISTAKEN CHARGE - REPAID
25750e	US BANK KIFFMEYER	10/05/26	$695.36	PW - MINI SERV
25751e	US BANK HOLLERMANN	10/05/26	$2,954.61	PW - MINI SERV
25752e	US BANK BAHR	10/05/26	$572.95	FD - BOUND TREE
25753e	US BANK KRAMER	10/05/26	$387.83	FD - GOOGLE EMAILS
25754e	US BANK VOIGT	10/05/26	$384.16	FD - POSITIVE PROMOTIONS fire prevention week
25756e	BLUE CROSS BLUE SHIELD	10/09/26	$7,408.51	Chad - employer paid insurance
25757e	PERA	10/09/26	$1,523.03	emp pd pera
25758e	STATE BANK OF KIMBALL	10/09/26	$3,007.82	941 taxes
25759e	JOHN HANCOCK	10/09/26	$150.00	g - mark $100, paul $50
25760e	STEARNS ELECTRIC ASSOCIATION	10/12/26	$1,973.53	fire dept - fire hall
25761e	MIDCO BUSINESS	10/14/26	$324.02	general - internet service
29289	COURI & RUPPE PLLP	10/20/26	$937.50	g -
29290	DOUGLAS REITER	10/20/26	$75.00	parks -
29291	GOPHER STATE ONE-CALL	10/20/26	$243.00	water dept - locates
29292	GREAT AMERICA FINANCIAL SERVIC	10/20/26	$131.79	g - copier/printer lease
29293	LMCIT	10/20/26	$715.00	g - work comp adj
29294	MASON VOIGT	10/20/26	$132.68	parks - mileage Sept - Oct 8
29295	RMB ENVIRONMENTAL LABORATORIES	10/20/26	$282.15	sewer dept -
29296	SUNRAY PRINTING SOLUTIONS INC	10/20/26	$539.33	g - fall newsletter
29297	TRAUT COMPANIES	10/20/26	$80.00	w - sample 262119, 262120
29298	TRI-COUNTY HUMANE SOCIETY	10/20/26	$400.00	general - animal boarding
29299	WEST CENTRAL SANITATION	10/20/26	$711.25	general - garbage service
		Total Checks	$32,989.76	

10100 STATE BANK OF KIMBAL	
101 GENERAL FUND	$19,513.11
601 WATER FUND	$1,750.67
602 SEWER FUND	$2,433.51
605 LIGHTING UTILITY	$323.25
607 STORMWATER UTILITY	$160.71
	$24,181.25

Jeffery J Schmitz

FILTER: (([Act Year]='2026' and [period] in (10))) and (Source in ('PAY20260121.00','OCT 26 USBCC','PAY 21 26X','10 20 26 MTG'))

CITY OF ST AUGUSTA

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Batch: PAY20260121.00,OCT 26 USBCC,PAY 21 26X,10 20 26 MTG

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 STATE BANK OF KIMBAL					
25747 e	10/05/26	**US BANK OBRIEN**			
E 101-41000-430		Miscellaneous	$21.59		G - ADOBE SUBSCRIPTION
		Total	$21.59		
25748 e	10/05/26	**US BANK CLAUSSEN**			
E 101-41000-430		Miscellaneous	$21.59		G - ADOBE SUBSCRIPTION
E 101-45200-220		Repair/Maint Supply	$233.85		PARKS - SPECTRUM GARBAGE BAGS, CLEANING SUPPLIES
E 101-41000-205		Ordinance Publication	$99.46		G - SEPT 4 ORDINANCE SUMMARY PUB
E 101-41000-208		Training, Inst., Travel	$40.00		G - MN GOV FINANCE CLASS
		Total	$394.90		
25749 e	10/05/26	**US BANK BLASHACK**			
E 101-41000-430		Miscellaneous	$19.97		G - MISTAKEN CHARGE - REPAID
E 601-49400-212		Motor Fuels	$57.63		W - KWIK TRIP
E 602-49450-212		Motor Fuels	$57.64		S - KWIK TRIP
		Total	$135.24		
25750 e	10/05/26	**US BANK KIFFMEYER**			
E 101-41130-212		Motor Fuels	$62.45		PW - MINI SERV
E 101-41130-212		Motor Fuels	$29.75		PW - HOLIDAY
E 101-41130-212		Motor Fuels	$34.15		PW - HOLIDAY
E 101-41130-220		Repair/Maint Supply	$87.51		PW - MENARDS SHOP SUPPLIES
E 101-41130-220		Repair/Maint Supply	$16.63		PW - PARTS
E 101-41130-212		Motor Fuels	$94.55		PW - HOLIDAY
E 101-41130-220		Repair/Maint Supply	$75.37		PW - MENARDS SUPPLIES
E 101-41130-212		Motor Fuels	$31.65		PW - HOLIDAY
E 101-41130-212		Motor Fuels	$76.25		PW - MINI SERV
E 101-41130-212		Motor Fuels	$153.00		PW - MINI SERV
E 101-41130-212		Motor Fuels	$34.05		PW - HOLIDAY
		Total	$695.36		
25751 e	10/05/26	**US BANK HOLLERMANN**			
E 101-41130-212		Motor Fuels	$104.09		PW - MINI SERV
E 101-41130-212		Motor Fuels	$144.34		PW - MIN SERV
E 101-41130-220		Repair/Maint Supply	$35.15		PW - SHOP SUPPLIES
E 601-49400-210		Operating Supplies (GENE	$94.99		W - BATTERIES PLUS
E 602-49450-210		Operating Supplies (GENE	$95.00		S - BATTERIES PLUS
E 602-49450-316		Sample Analysis	$86.01		S - CORE & MAIN
E 101-41130-212		Motor Fuels	$94.46		PW - MINI SERV
E 101-41130-212		Motor Fuels	$100.05		PW - KWIK TRIP
E 101-45200-212		Motor Fuels	$60.01		PARKS - MINI SERV
E 101-41000-200		Office Supplies (GENERA	$3.90		G - COBORNS - WATER
E 101-41130-220		Repair/Maint Supply	$7.73		PW - AMAZON
E 101-41130-220		Repair/Maint Supply	$586.08		PW - ARNOLD'S SKID SHOES, SHOCK HUB, OIL
E 101-45200-212		Motor Fuels	$50.42		PARKS - MINI SERV
E 101-45200-212		Motor Fuels	$50.70		PARKS - MINI SERV
E 101-45200-212		Motor Fuels	$66.46		PARKS - MINI SERV
E 101-41130-220		Repair/Maint Supply	$52.28		PW - MENARDS SHOP SUPPLIES

CITY OF ST AUGUSTA

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Check #	Check Date	Vendor Name		Amount	Invoice	Comment
E 101-41130-220		Repair/Maint Supply		$18.87		PW - MIMBACH SUPPLIES
E 101-41130-220		Repair/Maint Supply		$116.55		PW - ARNOLDS SKID/SHOE SHOCK HUB
E 101-45200-212		Motor Fuels		$59.24		PARKS - MINI SERV
E 101-41130-212		Motor Fuels		$132.82		PW - MINI SERV
E 601-49400-210		Operating Supplies (GENE		$430.19		W - HERATLAND TIRE
E 602-49450-210		Operating Supplies (GENE		$430.19		S - HEARTLAND TIRE
E 101-41130-212		Motor Fuels		$67.69		PW - MINI SERV
E 101-41130-212		Motor Fuels		$67.39		PW - MINI SERV
			Total	$2,954.61		
25752 e	10/05/26	**US BANK BAHR**				
E 101-42270-232		EMS Supplies		$449.97		FD - BOUND TREE
E 101-42270-232		EMS Supplies		$68.99		FD - BOUND TREE
E 101-42270-232		EMS Supplies		$53.99		FD - BATTERIES PLUS
			Total	$572.95		
25753 e	10/05/26	**US BANK KRAMER**				
E 101-42270-325		IT Expenses		$277.20		FD - GOOGLE EMAILS
E 101-42270-212		Motor Fuels		$29.69		FD - CASEY'S FUEL exhaust fluid
E 101-42270-220		Repair/Maint Supply		$80.94		FD - AUTO VALUE exhaust fluid
			Total	$387.83		
25754 e	10/05/26	**US BANK VOIGT**				
E 101-42270-430		Miscellaneous		$384.16		FD - POSITIVE PROMOTIONS fire prevention week
			Total	$384.16		
25756 e	10/09/26	**BLUE CROSS BLUE SHIELD**				
E 602-49450-131		Employer Paid Health		$553.54	26100210315	Chad - employer paid insurance
E 601-49400-131		Employer Paid Health		$553.54	26100210315	Chad - employer paid insurance
E 101-41130-131		Employer Paid Health		$2,005.65	26100210315	Mark, Paul - employer paid insurance
G 101-21710		Other Deducations		$1,375.66	26100210315	Mark/Paul - employee paid family insurance
E 101-41000-131		Employer Paid Health		$886.66	26100210315	Kim - employer paid insurance
E 101-41130-131		Employer Paid Health		$1,375.66	26100210315	MARK/PAUL - EMPLOYER PAID FAMILY
E 101-41000-131		Employer Paid Health		$657.80	26100210315	Jennifer
			Total	$7,408.51		
25757 e	10/09/26	**PERA**				
G 101-21704		PERA		$369.60		KIFFMEYER, MARK G.
G 607-21704		PERA		$19.34		KIFFMEYER, MARK G.
G 101-21704		PERA		$159.53		SCHLUETER, STEVEN F.
G 101-21704		PERA		$297.07		HOLLERMANN, PAUL A.
G 601-21704		PERA		$36.87		HOLLERMANN, PAUL A.
G 602-21704		PERA		$36.87		HOLLERMANN, PAUL A.
G 101-21704		PERA		$20.16		HILL, MARY M
G 601-21704		PERA		$80.67		HILL, MARY M
G 602-21704		PERA		$80.67		HILL, MARY M
G 607-21704		PERA		$20.17		HILL, MARY M
G 101-21704		PERA		$341.77		CLAUSSEN, KIM M
G 601-21704		PERA		$20.10		CLAUSSEN, KIM M
G 602-21704		PERA		$20.10		CLAUSSEN, KIM M

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G 607-21704		PERA	$20.11		CLAUSSEN, KIM M
		Total	$1,523.03		
25758 e	10/09/26	**STATE BANK OF KIMBALL**			
G 101-21701		Federal Withholding	$815.15		941 taxes
G 101-21703		FICA Tax Withholding	$1,315.26		941 taxes
G 101-21709		Medicare	$307.60		941 taxes
G 601-21701		Federal Withholding	$83.48		941 taxes
G 601-21703		FICA Tax Withholding	$122.28		941 taxes
G 601-21709		Medicare	$28.60		941 taxes
G 602-21701		Federal Withholding	$83.48		941 taxes
G 602-21703		FICA Tax Withholding	$122.28		941 taxes
G 602-21709		Medicare	$28.60		941 taxes
G 607-21701		Federal Withholding	$35.77		941 taxes
G 607-21703		FICA Tax Withholding	$52.94		941 taxes
G 607-21709		Medicare	$12.38		941 taxes
		Total	$3,007.82		
25759 e	10/09/26	**JOHN HANCOCK**			
G 101-21710		Other Deducations	$150.00		g - mark $100, paul $50
		Total	$150.00		
25760 e	10/12/26	**STEARNS ELECTRIC ASSOCIATION**			
E 101-42270-387		Fire Dept Utilities	$416.91		fire dept - fire hall
E 101-45200-381		Electric Utilities	$85.57		parks dept - HLP
E 101-41000-381		Electric Utilities	$175.03		general - city hall
E 101-42270-387		Fire Dept Utilities	$78.09		fire dept - fire hydrant
E 101-41000-381		Electric Utilities	$68.00		general - 2 meters
E 602-49450-381		Electric Utilities	$232.18		sewer dept - lift station 1
E 101-41000-381		Electric Utilities	$53.96		general - city hall
E 101-41000-381		Electric Utilities	$9.75		general - street light
E 602-49450-381		Electric Utilities	$153.73		sewer dept - lift station 2
E 605-43160-380		Utility Services (GENERAL	$90.75		EU - Emerald Ponds
E 101-45200-381		Electric Utilities	$49.00		parks dept - KP
E 605-43160-380		Utility Services (GENERAL	$124.50		EU - Blackberry Farms
E 605-43160-380		Utility Services (GENERAL	$108.00		EU - Emerald Ponds
E 101-41000-381		Electric Utilities	$123.89		general - State Hwy 15 light
E 602-49450-381		Electric Utilities	$49.57		sewer dept - lift station
E 101-41000-381		Electric Utilities	$46.15		general - Lion's Sign
E 601-49400-381		Electric Utilities	$40.82		water dept - flow meter
E 101-45200-381		Electric Utilities	$67.63		parks dept - HLP shelter
		Total	$1,973.53		
25761 e	10/14/26	**MIDCO BUSINESS**			
E 101-41000-323		Internet	$113.68	13800020115	general - internet service
E 101-41000-321		Telephone	$210.34	13800020115	general - phone service
		Total	$324.02		
29289	10/20/26	**COURI & RUPPE PLLP**			
E 101-41000-304		Legal Fees	$937.50		g -

CITY OF ST AUGUSTA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
		Total	$937.50		
29290	10/20/26	**DOUGLAS REITER**			
E 101-45200-342		Refunds	$75.00		parks -
		Total	$75.00		
29291	10/20/26	**GOPHER STATE ONE-CALL**			
E 601-49400-314		Gopher State One Calls	$40.50	6070765	water dept - locates
E 602-49450-314		Gopher State One Calls	$40.50	6070765	sewer dept - locates
E 601-49400-314		Gopher State One Calls	$42.52	6080765	water dept - locates
E 602-49450-314		Gopher State One Calls	$42.53	6080765	sewer dept - locates
E 601-49400-314		Gopher State One Calls	$38.48	6090765	water dept - locates
E 602-49450-314		Gopher State One Calls	$38.47	6090765	sewer dept - locates
		Total	$243.00		
29292	10/20/26	**GREAT AMERICA FINANCIAL SERVICES**			
E 101-41000-413		Office Equipment/Rental	$131.79	43157083	g - copier/printer lease
		Total	$131.79		
29293	10/20/26	**LMCIT**			
E 101-41000-151		Worker s Comp Insurance	$715.00		g - work comp adj
		Total	$715.00		
29294	10/20/26	**MASON VOIGT**			
E 101-45200-430		Miscellaneous	$132.68		parks - mileage Sept - Oct 8
		Total	$132.68		
29295	10/20/26	**RMB ENVIRONMENTAL LABORATORIES**			
E 602-49450-316		Sample Analysis	$282.15	D091858	sewer dept -
		Total	$282.15		
29296	10/20/26	**SUNRAY PRINTING SOLUTIONS INC**			
E 101-41000-202		Printing & Binding	$539.33	33483	g - fall newsletter
		Total	$539.33		
29297	10/20/26	**TRAUT COMPANIES**			
E 601-49400-316		Sample Analysis	$80.00	392827	w - sample 262119, 262120
		Total	$80.00		
29298	10/20/26	**TRI-COUNTY HUMANE SOCIETY**			
E 101-41000-625		Animal Impound	$400.00	202603	general - animal boarding
		Total	$400.00		
29299	10/20/26	**WEST CENTRAL SANITATION**			
E 101-41000-384		Refuse/Garbage Disposal	$263.74	13892628	general - garbage service
E 101-45200-384		Refuse/Garbage Disposal	$404.88	13892628	parks dept - garbage service
E 101-42270-384		Refuse/Garbage Disposal	$42.63	13892628	fire dept - garbage service
		Total	$711.25		
		10100	$24,181.25		

CITY OF ST AUGUSTA

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment

Fund Summary

10100 STATE BANK OF KIMBAL	
101 GENERAL FUND	$19,513.11
601 WATER FUND	$1,750.67
602 SEWER FUND	$2,433.51
605 LIGHTING UTILITY	$323.25
607 STORMWATER UTILITY	$160.71
	$24,181.25

Jeffery J Schmitz

Permits	Issue_Date	CONSTTYPE	prmtsno	prmtstr	App_Company	Valuation
AUG26-000222	09/01/2026	Residential Alteration	24284	COUNTY ROAD 7	JV HEATING & AC LLC	5200
AUG26-000223	09/03/2026	Residential Roofing	3752	COUNTY ROAD 115	CAM OLSON CONSTRUCTION LLC	15000
AUG26-000224	09/03/2026	Roofing	6601	GREGORY PARK	SUMMIT CONSTRUCTION GROUP	32000
AUG26-000225	09/08/2026	Deck/Porch	5995	COUNTY ROAD 141	AUTHORITY FENCE & DECK	36000
AUG26-000226	09/08/2026	New Construction	5615	GALAXY	ANDREW LAUDENBACH	845000
AUG26-000227	09/08/2026	New Construction	21760	43RD	LEADING DESIGN BUILDERS INC	525000
AUG26-000228	09/09/2026	New Construction	24356	18TH	CRAIG KAPSNER CONSTRUCTION, LLC	380227
AUG26-000229	09/09/2026	Residential New Construction	5615	GALAXY	ANDREW LAUDENBACH	13700
AUG26-000230	09/10/2026	Residential Roofing	5570	COUNTY ROAD 141	HOLMES ROOFING AND SIDING	33800
AUG26-000231	09/10/2026	New Construction	2675	PLATINUM	ARVOLA BUILDERS INC	300000
AUG26-000232	09/11/2026	Residential Gas Line	24335	18TH	SUMMET MECHANICAL LLC	1600
AUG26-000233	09/14/2026	Alteration	23806	67TH	HANSEN MECHANICAL INC	30000
AUG26-000234	09/14/2026	Alteration/Repair/Extension	23806	67TH	HANSEN MECHANICAL INC	30000
AUG26-000235	09/15/2026	Accessory Building	22442	43RD	QUAD CITY CONTRACTING LLC	230000
AUG26-000237	09/16/2026	Furnace	24905	COUNTY ROAD 75	Gladiator Plumbing and Heating LLC	7775
AUG26-000238	09/17/2026	Residential New Construction	5615	GALAXY	MR MECHANICAL LLC	37358
AUG26-000239	09/21/2026	New Construction	5007	ORRLIN	SHAWN T LANDWEHR	20000
AUG26-000240	09/25/2026	Residential Roofing	1907	236TH	MHB CONSTRUCTION LLC	30000
AUG26-000241	09/28/2026	Deck/Porch	4000	COUNTY ROAD 115	JAMESTONE INC	84058
AUG26-000242	09/28/2026	Residential New Construction	2675	PLATINUM	MATHEW'S PLUMBING INC	15000
AUG26-000243	09/29/2026	Residential Furnace	23038	60TH	H & S HEATING & A/C INC	5251
AUG26-000244	09/30/2026	Residential Window/Door Replacement (Same Size)	22356	STATE HIGHWAY 15	LUTGEN COMPANIES	6050

October 6, 2026 Proposal 10019771_001

Chris Bunders, PE
Moore Engineering, Inc.
2 Carlson Parkway N, Suite #110
Plymouth, MN 55447

Re: Proposal for a Pavement Evaluation
City of St. Augusta 2027 Pavement Evaluation
Various City Streets
St. Augusta, Minnesota

Dear Mr. Bunders:

Braun Intertec Corporation (Braun Intertec) submits this proposal to complete a pavement evaluation for the City of St. Augusta 2027 Pavement Evaluation.

Project Information

Per our conversation and follow-up email on October 1, 2026, we understand the proposed project will include pavement rehabilitation on various streets within the City of St. Augusta. We understand the proposed pavement rehabilitation approach will likely be mill-and-overlay or full-depth reclamation (FDR). Table 1 summarizes the streets planned for rehabilitation that are to be tested.

Table 1. Streets to be Tested

Street	Termini	Approximate Length (miles)
Dom Circle	20th Avenue North Junction to South Junction	1.00
Vienna Drive	Dom Circle North Junction to South Junction	0.28
Alpine Court	Dom Circle to Dead End	0.10
Gondola Court	Dom Circle to Dead End	0.10
200th Street	20th Avenue to 13th Avenue	0.72
69th Avenue	236th Street to CSAH 47	0.37
236th Street	70th Avenue to 69th Avenue	0.10
237th Street	70th Avenue to 69th Avenue	0.10
70th Avenue	236th Street to 239th Street	0.23
239th Street	70th Avenue to 69th Avenue	0.15

Street	Termini	Approximate Length (miles)
28th Avenue/215th Street	210th Street to 23rd Avenue	0.98
28th Avenue	200th Street to 210th Street	0.99
13th Avenue/225th Street	215th Street to CSAH 44	1.11
43rd Avenue	CSAH 141 to 228th Street	1.25
Gregory Park Road	Highway 15 to Dead End	0.24
67th Avenue	Gregory Park Road to CSAH 47	0.10
69th Avenue	CSAH 47 to Dead End	0.32
242nd Street	69th Avenue to 67th Avenue	0.22
68th Avenue	CSAH 47 to 242nd Street	0.20
67th Avenue	CSAH 47 to 242nd Street	0.21
66th Avenue	67th Avenue to Highway 15	0.21
	Total Length (miles)	**8.98**

As part of the project, it was requested that we perform pavement cores and hand auger borings and provide a pavement evaluation report with rehabilitation recommendations. As an alternative scope, we also recommend performing Ground Penetrating Radar (GPR) testing in conjunction with the coring on each street to obtain continuous thickness data. Our scope of work for both options is provided below.

Purpose

The purpose of our pavement evaluation will be to measure the in-place pavement layer thicknesses, evaluate the condition of the pavement layers and characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide recommendations for the pavement rehabilitation of each street.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Ground Penetrating Radar (GPR)

If selected, we will perform GPR testing using a 2.0-gigahertz, air-coupled unit from GSSI, Inc. to provide a continuous profile of pavement layer thicknesses along each street. Testing will be performed at posted speeds in a single direction of travel.

Pavement layer thickness data will be gathered at an interval of approximately four data points per foot. Our GPR measurements will be tied to GPS coordinates and interpreted thicknesses will be verified with information obtained from the pavement cores and hand auger borings. A GPR unit of this configuration can be expected to penetrate a maximum of 2 to 3 feet under ideal conditions. Unfavorable soils and ambient and electromagnetic interference may limit the useful depth of the data.

Traffic Control

Pavement coring and hand auger borings require our crews to work within the streets. Based on our review of the streets to be tested, some appear to be low-volume, residential streets. For these streets, we assume warning signs and cones will be sufficient on most of the street segments to protect our field crews and alert motorists to our work.

However, for 43rd Avenue, 28th Avenue, 13th Avenue, 200th Street, 215th Street and 225th Street, we assume flaggers will be necessary to alert traffic of our work within the roadway and to protect our field crews. We have included fees for a subcontractor to provide traffic control on these streets. If Moore Engineering or the City of St. Augusta can provide traffic control on these streets, we will remove the subcontractor fee from our scope.

Pavement Coring and Hand Auger Borings

The purpose of the pavement cores will be to measure the thickness of the existing bituminous pavement sections and to assess the condition of the underlying bituminous material. The hand auger borings will extend to the bottom of aggregate base, if present, to measure the thickness of the aggregate base layer and to note the subgrade soil type.

We will include a core photo log in our final report with clear photos of each core along with a tape measure.

Table 2 summarizes our proposed number of pavement cores and hand auger borings depending on the scope of work selected.

Table 2. Summary of Pavement Cores and Hand Auger Borings

Option	Number of Cores	Approximate Spacing of Cores (feet)
Option 1: Pavement Coring and Hand Auger Borings Only	50	~1,000 feet
Option 2: GPR Testing, Pavement Coring and Hand Auger Borings	32	~1,500 feet

Borehole/Core Hole Abandonment

We will backfill our exploration locations immediately after completing the coring and hand auger borings at each location. Upon backfilling the exploration locations, we will fill holes in the pavements with a temporary patch.

Over time, subsidence of core hole backfill may occur, requiring releveling of surface grades or replacing temporary patches. We are not assuming responsibility for releveling or re-patching after we complete our fieldwork.

Engineering Analyses

We will use data obtained from our testing and field explorations to evaluate the pavement layer thicknesses and conditions, and to perform engineering analyses related to pavement rehabilitation and design.

Report

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Summary of the GPR findings, including tabular and graphical results, if selected.
- Summary of pavement coring and hand auger boring results, including pavement layer thicknesses and a core photo log.
- Discussion identifying the subsurface conditions that will impact design and rehabilitation.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations related to the optimum pavement rehabilitation of each street. Recommendations will include mill and/or reclaim depths, pavement design thicknesses and bituminous mixes.

We will submit an electronic copy of our report. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- GPR testing – within about 1 to 2 weeks following receipt of written authorization. Testing will take about 1 day to complete.
- Pavement coring mobilization – within about 2 to 3 weeks following receipt of written authorization. Field work will take about 2 to 3 days to complete, depending on the option selected.
- Sample review and analysis – within 1 to 2 weeks after completion of field exploration.
- Draft report submittal – within about 2 to 3 weeks of completion of field exploration.
- Final report submittal – within 1 week of receiving comments on the draft report.

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal on a time and materials basis. We are attaching a tabulation showing hourly and/or unit rates associated with our proposed scope of services. Table 3 summarizes the cost breakdown for both scope of work options discussed in this proposal.

Table 3. Summary of Cost Breakdown by Option

Description	Option 1 – Pavement Coring and Hand Auger Borings Only	Option 2 – GPR Testing, Pavement Coring and Hand Auger Borings
	Fees	
GPR Testing	---	$1,519
Pavement Coring and Hand Auger Borings	$8,300	$5,160
Traffic Control	$5,000	$2,750
Analysis and Report	$3,196	$5,605
Total	**$16,496**	**$15,034**

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Heidi Olson at 612.597.6244 or holson@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Heidi C. Olson, PE
Project Engineer

Amy J. Grothaus, PE
Senior Engineer – Senior Manager

Attachments:
Fee Estimate
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

☐ **Option 1**
☐ **Option 2**

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

BRAUN INTERTEC
the science you build on

Fee Estimate
10019771_001
St. Augusta Pavement Evaluation

Client:
Moore Engineering, Inc.
Chris Bunders
2 Carlson Pkwy N #110
Plymouth 55447
763.226.3788

Work Site Address:
County Road 47 & 69th Avenue
St. Augusta, Minnesota 56301

	Qty/Hours	Rate	Amount
Task 1: Option 1 - Pavement Coring and HABs Only			
Subtask 1.1: Pavement Coring and Hand Auger Borings			**$13,300.00**
Concrete/Bituminous/Masonry Coring - 2-person crew	48.00	125.00	$6,000.00
Trip Charge - From BL office	3.00	100.00	$300.00
Barrel Wear and Patch Material, per Core	50.00	30.00	$1,500.00
Subcontractor - Traffic Control	2.00	2,750.00	$5,500.00
Subtask 1.2: Engineering Analysis, Report and Project Management			**$3,196.00**
Senior Engineer I	10.00	224.00	$2,240.00
Senior Engineer II - review	2.00	236.00	$472.00
Project Control Specialist III	1.00	160.00	$160.00
Project Assistant III	1.00	102.00	$102.00
GIS Specialist II	1.50	148.00	$222.00
Task 1 Total:			**$16,496.00**
Task 2: Option 2 - GPR, Pavement Coring and HABs			
Subtask 2.1: GPR Testing			**$1,519.00**
GPR Technician	6.00	134.00	$804.00
FWD/GPR Mobilization, per mile	175.00	1.00	$175.00
GPR Equipment Fee, Roadway, per hour	6.00	90.00	$540.00
Subtask 2.2: Pavement Coring and Hand Auger Borings			**$7,910.00**
Concrete/Bituminous/Masonry Coring - 2-person crew	32.00	125.00	$4,000.00
Trip Charge - From BL office	2.00	100.00	$200.00
Barrel Wear and Patch Material, per Core	32.00	30.00	$960.00
Subcontractor - Traffic Control	1.00	2,750.00	$2,750.00
Subtask 2.3: Engineering Analysis, Report, and Project Management			**$5,605.00**
Senior Engineer I	20.00	224.00	$4,480.00
Senior Engineer II - review	2.50	236.00	$590.00
Project Control Specialist III	1.00	160.00	$160.00
Project Assistant III	1.50	102.00	$153.00
GIS Specialist II	1.50	148.00	$222.00
Task 2 Total:			**$15,034.00**
Project Total			**$31,530.00**

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory
b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate
c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate
d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)
e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate
f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR $50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.