



**NTI**  
NORTHERN  
TECHNOLOGIES, LLC

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Unearthing confidence™

August 2, 2019

Mr. Hector Flores  
SEH, Inc.  
3535 Vadnais Center Drive,  
St. Paul, Minnesota 55110

RE: Proposal for Construction Materials Testing & Special Inspection Services  
Jefferson Street Reconstruction  
Blaine, Minnesota  
NTI Proposal 19.MSP08760

Northern Technologies, LLC (NTI) is pleased to submit this Construction Materials Testing, Engineering Consultation, and Special Inspection Services proposal for the above referenced project. We have reviewed the project plans dated 3/27/2019 and Contract Documents and Technical Specifications for Jefferson Street Reconstruction. In lieu of an actual construction schedule, NTI has endeavored to provide SHE with our best value proposal focusing on quality of service and cost effectiveness. The length of on-site activities significantly impacts the frequency and duration of on-site observation and testing. When a schedule becomes available, we can refine our estimate to more accurately represent the timeline. Our current estimate is based upon the provided documents and previous experience on similar projects.

#### PROJECT INFORMATION

This section provides the basis for our best value proposal outlining the interpreted scope of the project, noted construction type, construction schedule, and specific conditions. The following construction testing, and special inspections scope of work includes the following considerations:

- The proposed project consists of a street reconstruction of Jefferson Street located in Blaine, Minnesota.
- NTI understands that the project will be divided into two phases: 2019 Jefferson Street reconstruction from 112<sup>th</sup> Avenue to 119<sup>th</sup> Avenue and 2020 Jefferson Street and 104<sup>th</sup> Court reconstruction from 104<sup>th</sup> Court to 112<sup>th</sup> Avenue.
- Reclaimed in-place bituminous and underlying granular materials will be used for future site grading.
- Scope of work is based on 2019 SALT Schedule of Material Schedule with reference to 2018 Minnesota Department of Transportation (MnDOT) Schedule of Material Control.
- Scope of work included in this proposal are as follows: utility and plumbing construction testing and observation, concrete testing and observation, and street improvements testing and observations.
- All other considerations are considered standard and included in the scope of work section of this document.

Precision · Expertise · Geotechnical · Materials

FARGO

BISMARCK

GRAND FORKS

INVER GROVE HEIGHTS

RAMSEY

RAPID CITY



### **SCOPE OF WORK – CONSTRUCTION MATERIALS TESTING AND SPECIAL INSPECTIONS**

The following presents a general description of the proposed testing and special inspections to be performed by our firm. We propose staffing this project from our Inver Grove Heights location on an as needed basis, as project progress dictates, by individuals qualified to perform the required test or inspection. Discrepancies with construction documents will be presented to the construction manager and/or contractor for corrective action. Our activities will be coordinated with the construction manager and/or your designated representative. Daily reports will be generated for the site manager and sent to you along with our test results on a weekly basis.

#### **Utility and Plumbing Construction**

- Perform laboratory proctor tests to determine the maximum standard proctor dry densities and optimum moisture contents of fill materials
- Perform laboratory mechanical analyses of prospective engineered fill materials
- Perform sand cone density testing of engineered fill to document compaction requirements are met

#### **Concrete Construction**

- Review concrete batch tickets of delivered concrete to document conformance with project specifications for specific use
- Observe steel reinforcement and forms for structural concrete members prior to concrete placement
- Sample and test plastic concrete for plasticity characteristics such as slump, air content, and temperature to document compliance with project specifications
- Test prepared samples for compressive strength at the specified days after placement to document conformance with project specifications
- Observe cold and hot weather concrete practices to document compliance with project specifications

#### **Street Improvements Construction**

- Conduct proof roll observations on subgrade soils and provide geotechnical recommendations as needed
  - Perform laboratory proctor tests to determine the maximum standard proctor dry densities and optimum moisture contents of new fill materials
  - Perform laboratory mechanical analysis of prospective engineered fill materials
  - Perform sand cone density testing of engineered fill to confirm compaction requirements are met
  - Conduct MnDOT modified dynamic cone penetrometer testing to confirm penetration requirements
  - Perform moisture content testing to confirm moisture requirement
  - Perform daily depth check of the street full depth reclamation
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- Sampled and perform MnDOT gyratory mix properties
- Perform verification testing on core density and thickness to verify the density and thickness of bituminous pavement
- Perform mechanical analysis of aggregate base materials to document compliance with project specifications

#### **Project Management**

- Prepare and submit preliminary and final Grading & Base reports
- Prepare and submit Weekly Concrete Reports
- Prepare and submit Random Sampling Forms
- Prepare and mark Random Core Locations
- Prepare Random Pavement Texture Testing Locations
- Prepare Pavement Thickness Check Locations
- Observing Contractor Cut Cores
- Prepare Pavement Thickness Check Locations
- Prepare a Final Closeout Report including a PDF file

#### **ACCREDITED MATERIALS LABORATORY**

Our Twin Cities' laboratory is accredited by the AASHTO Materials Reference Laboratory (AMRL) as well as by the Cement and Concrete Reference Laboratory (CCRL). With our accreditations and full-time laboratory staff the project team can rest assured results will be issued in an accurate and expedited manner.

#### **PROJECT TEAM**

NTI proposes to provide an engineering staff consisting of:

- **Ben Wilson, Project Manager/Laboratory Manager**, With over six years of experience with NTI, Ben Wilson holds MNDOT certifications in Concrete field I, Grading and Base I, Bituminous streets I/II, Concrete Plant I, Bituminous Plant I and ACI certifications in Concrete Field I, Compressive Strength and Aggregate laboratory. Duties include managing laboratory testing, accreditations, equipment calibrations, and quality review. Performing project management for municipal and state funded projects. He is responsible for all testing to meet industry standards as well as providing oversight of field personnel. He approves test results, field work and final documentation for presentation to client. He continues to meet clients' needs and expectations to ensure that Northern Technologies delivers the product the client expects. His attention to detail and care for the project has allowed his projects to progress smoothly, complete on schedule and within budget. Ben prepares reports detailing field testing results and activities for our engineers and clients. He attends pre-construction meeting and weekly project update meeting to ensure responsiveness to our clients' needs. Ben was one of NTI's senior technicians providing construction materials testing and special inspections on NTI's largest projects including Mall of America's Phase 1C \$350MM expansion and South St. Paul's Secondary School \$15MM
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expansion. Ben will operate out of NTI's mobile lab located in St. Peter, MN and will take the lead on most field-testing activities.

- **NTI's on-site technicians** assigned to this project will have the applicable certifications pertaining to the required testing. We intend to have the same technicians perform the testing on the project to maintain continuity with the contractor. Our technicians experience on similar projects make them well versed for this project.

#### **ANTICIPATED SCHEDULE AND FEES**

We propose performing the above referenced construction services proposed to begin during the 2019/2020 construction season for the unit rates outlined in the attached fee schedule. Based on our experience with similar projects we estimate our fees will be approximately **\$29,420**. Our final fee, which may be higher or lower, is dependent upon contractor scheduling, weather, actual requested services and any unforeseen circumstances beyond our control. We will advise you as early in the process as possible if we anticipate our fee will exceed this estimate. Please note the following conditions included in our fee schedule; Sunday, holiday, and evening work are subject to a 1.5x mark up on labor rates. Saturday work is subject to a 1.25x mark up on labor rates.

An invoice for our services will be submitted to you monthly and is due within 30 days of receipt. The attached **GENERAL TERMS & CONDITIONS** are an integral part of this proposal for services. This proposal is valid through September 6, 2019.

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## ACCEPTANCE

Please indicate your acceptance of this proposal by signing one copy and returning it to us. We look forward to working with you and being part of your team. If you have any questions, feel free to contact Ben at BenW@NTIgeo.com or 612-790-7907.

NORTHERN TECHNOLOGIES, LLC

Justin D. Bernabas  
Graduate Engineer

Ben Wilson  
Project Manager

~~SEH, INC.~~ CITY OF BLAINE

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachments:

Table 1 – Estimate of Fees  
General Terms & Conditions



**Table 1 - Estimate of Fees**  
**Jefferson Street Reconstruction**  
**Blaine, Minnesota**

	Estimated Units	Unit Cost	Estimated Fee
<b><i>Special Inspection and Testing Services for Utility and Plumbing Construction</i></b>			
Site Utilities			
Staff Engineer- Soils		\$135.00 per hour	
Engineering Technician - Soils (Assumes 6 Visits)	18	\$65.00 per hour	\$1,170.00
Density Test Sand Cone (ASTM D1556)	17	\$30.00 per test	\$510.00
Standard Proctor (ASTM D698)	2	\$135.00 per test	\$270.00
Vehicle Mileage - 6 Total Visits	360	\$0.80 per mile	\$288.00
<b>Section Total</b>		<b>Subtotal</b>	<b>\$2,238.00</b>
<b><i>Special Inspection and Testing Services for Concrete Construction</i></b>			
4" & 8" Concrete Walk - Assumes 2 Concrete Placements			
Special Inspector - Concrete		\$72.00 per hour	
Engineering Technician - Concrete	8	\$65.00 per hour	\$520.00
Compressive Strength Concrete - NTI (ASTM C39) - 5 cylinders per set / 300 Cubic Yards	10	\$25.00 per cylinder	\$250.00
Curb & Gutter - Assumes 5 Concrete Placements			
Special Inspector - Concrete		\$72.00 per hour	
Engineering Technician - Concrete	20	\$65.00 per hour	\$1,300.00
Compressive Strength Concrete - NTI (ASTM C39) - 5 cylinders per set / 300 Cubic Yards	25	\$25.00 per cylinder	\$625.00
6" & 8" Concrete Driveway Pavement - Assumes 1 Concrete Placement			
Special Inspector - Concrete		\$72.00 per hour	
Engineering Technician - Concrete	3	\$65.00 per hour	\$195.00
Compressive Strength Concrete - NTI (ASTM C39) - 5 cylinders per set / 300 Cubic Yards	5	\$25.00 per cylinder	\$125.00
8" Concrete Valley Gutter (High Early) - Assumes 1 Concrete Placement			
Special Inspector - Concrete		\$72.00 per hour	
Engineering Technician - Concrete	3	\$65.00 per hour	\$195.00
Compressive Strength Concrete - NTI (ASTM C39) - 5 cylinders per set / 300 Cubic Yards	5	\$25.00 per cylinder	\$125.00
Concrete Cylinder Sample Pickup and Processing			
Engineering Technician - Concrete (3 Visits)	3	\$65.00 per hour	\$195.00
Vehicle Mileage - 12 Total Visits	720	\$0.80 per mile	\$576.00
<b>Section Total</b>		<b>Subtotal</b>	<b>\$4,106.00</b>
<b><i>Special Inspection and Testing Services for Street Improvements Construction</i></b>			
Excavation/Roll Test Observations - Assumes 5 Visits			
Senior Engineer- Soils		\$155.00 per hour	
Staff Engineer- Soils (Assumes 5 Visits)	16	\$135.00 per hour	\$2,160.00
Subgrade/Aggregate Base Testing			
Engineering Technician - Soils (Assumes 11 Visits)	33	\$65.00 per hour	\$2,145.00
Density Test Sand Cone (ASTM D1556)	2	\$30.00 per test	\$60.00
MnDOT Modified Dynamic Cone Penetrometer	8	\$25.00 per test	\$200.00
Standard Proctor (ASTM D698)	1	\$135.00 per test	\$135.00
Mechanical Analysis: 1-1/2" to #200 & wash Cohesive/Granular Soils (ASTM C136/C117)	12	\$125.00 per test	\$1,500.00
Moisture Content (ASTM D2216)	1	\$25.00 per test	\$25.00
Bituminous Testing and Services			
Engineering Technician - Bituminous (Assumes 9 Visits)	27	\$65.00 per hour	\$1,755.00
Density Test - Nuclear Method Asphalt		\$30.00 per test	
MnDOT Gyrotory Mix Proporties (All Inclusive) (Gyrotory Density, Rice's Specific Gravity, and Percent Crushed)	15	\$550.00 per test	\$8,250.00
Unit Weight of Bituminous (Core Density) (ASTM D2726)	17	\$50.00 per test	\$850.00
Bituminous Extraction & Gradation (ASTM D2172/C137/C117)		\$210.00 per test	
Sample Pickup			
Engineering Technician - Granular/Non-Granular (3 Visits)	3	\$65.00 per hour	\$195.00
Vehicle Mileage - 28 Total Visits	1680	\$0.80 per mile	\$1,344.00
<b>Section Total</b>		<b>Subtotal</b>	<b>\$18,619.00</b>
<b><i>Services for Engineering Consulting, Construction Meetings, and Project Management</i></b>			
Engineering Assistant		\$80.00 per hour	
Staff Engineer/Project Manager	24	\$135.00 per hour	\$3,240.00
Principal Engineer		\$195.00 per hour	
Senior Engineer		\$155.00 per hour	
Assistant Project Management	22	\$55.00 per hour	\$1,210.00
<b>Section Total</b>		<b>Subtotal</b>	<b>\$4,450.00</b>
<b><i>Summary of Services</i></b>			
Special Inspection and Testing Services for Utility and Plumbing Construction			\$2,238.00
Special Inspection and Testing Services for Concrete Construction			\$4,106.00
Special Inspection and Testing Services for Street Improvements Construction			\$18,619.00
Services for Engineering Consulting, Construction Meetings, and Project Management			\$4,450.00
<b>ESTIMATED PROJECT FEES</b>			<b>\$29,413.00</b>



## GENERAL TERMS & CONDITIONS

### 1.0 CONTRACT

- a. The foregoing Proposal and these General Terms and Conditions constitute the contract (hereinafter, "Contract") between Northern Technologies, LLC, (hereinafter, "NTI") and the party signing the Client Authorization (hereinafter, "Client")
- b. If Client directs NTI to proceed with Services (as defined below) prior to execution of this Contract, or if Client allows NTI to continue with Services after having received this Contract, it is understood that each party is bound by the terms and conditions of this Contract whether or not Client has signed this Contract.

### 2.0 SERVICES

- a. NTI will provide Client with the services specified in the Proposal (hereinafter, "Services" or "Scope of Services") in accordance with the Contract's terms. Services enumerated in writing in the Contract are considered Basic Services. Services not specifically enumerated in writing in the Contract are not included in the scope of NTI's Services and are not NTI's responsibility.
- b. Should the need arise for NTI to expand our services in response to conditions or events outside our control, NTI would, under Client's direction, submit a separate proposal providing such Additional Services. Additional Services are not included under Basic Services nor are they covered by the compensation for Basic Services.
- c. NTI will provide Services to Client as an independent contractor and not as the Client's employee, agent, partner, or joint venturer.
- d. NTI shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site. If, while performing the Services any hazardous substances or conditions are discovered or encountered that pose unanticipated risks or costs, it is agreed that the scope of Services, time schedule and the estimated Contract costs shall be reconsidered and that this Contract may, at NTI's option, be re-negotiated or terminated. If the Contract is so terminated, Client shall pay NTI for the Services performed up to the date of termination plus NTI's reasonable termination and demobilization costs and expenses.
- e. If NTI's performance of the Services is delayed by Client or by any other circumstance beyond NTI's direct and reasonable control, then the time for NTI's completion of the Services shall be automatically extended based upon the duration and impact of each such delay and NTI shall be entitled to additional compensation from Client

### 3.0 GENERAL RESPONSIBILITIES

- a. NTI shall not be responsible for the performance of any activity or obligation other than the Services specified in the Contract, and NTI's performance shall not be construed as relieving Client or any third party of their responsibilities. NTI shall have no responsibility for, or any liability pertaining to: (1) the superintending, supervising, or directing of the work of any independent contractor, agent or employee of Client or any third party; or (2) the results or consequences of work performed by any such independent contractor, agent or employee of Client or any third party; or (3) any claims or allegations of rights by any person or party other than Client relating to NTI's Services; or (4) for job site safety at the location which is the subject of this Contract (hereinafter, "Site").
- b. NTI will be responsible for obtaining only those government permits, approvals and authorizations that are specified in the Scope of Services of the Contract. NTI is not responsible for project delays, damages or impacts due to the government's failure to issue said permits in a timely fashion.
- c. Unless otherwise expressly agreed by NTI and Client in writing NTI's performance of its Services is solely and exclusively for the benefit of the Client and no party other than Client shall be entitled to rely upon any documentation, representation, report, statement or service made or performed by NTI.

### 4.0 CLIENT RESPONSIBILITIES

- a. Client will make available to NTI all known information regarding existing and proposed requirements which affects the work, including but not limited to: specifications, contracts, recommendations, plans and change orders.
- b. Client will immediately transmit to NTI any new information that becomes available to Client or Client's contractors or subcontractors, so that recommended actions can be reviewed.

- c. Client will provide a representative to answer questions about the project when required by NTI upon 24-hour notice.
- d. Client will not hold NTI liable for any incorrect advice, judgment, or decision based on any inaccurate information furnished by or on behalf of Client, and Client will indemnify NTI against liability arising out of or contributed to by such information.
- e. NTI shall be entitled to additional compensation for all extra work caused by or resulting from the failure of the information provided to accurately describe the Site conditions.
- f. With the exception of those specified as NTI's responsibility in the Scope of Services, Client shall timely obtain all necessary permits, governmental approvals and access agreements to allow NTI and its agents access to the Site and any buildings thereon.
- g. Client is responsible for notifying property owner(s) of the nature, scope and timing of NTI's work, along with any potential damage that may occur during the execution of said work.
- h. Client shall provide reasonable safe access to the proposed location of work including but not limited to slopes, distance from utilities, removal of site obstructions, etc.

### 5.0 NTI RESPONSIBILITIES

- a. NTI will perform its Services consistent with the level of care and skill ordinarily exercised by members of the geotechnical and materials testing profession currently practicing under similar conditions (the "Standard of Care"). No warranty of any kind, expressed or implied, is made by NTI.
- b. NTI will be responsible for its data, interpretation and recommendations, but will not be responsible for interpretation by others.
- c. NTI will take reasonable precautions to prevent damage to property. However unless specifically included in the Scope of Services NTI will not be responsible for the repair or cost of repairs of property including but not limited to pavements, turf, walks, vegetation, utilities, irrigation, buildings or any other site improvements.

### 6.0 INSURANCE

- a. NTI will carry worker's compensation insurance and public liability, property damage, and errors and omissions insurance policies, which NTI considers adequate. In addition to any other limitations set forth in this Contract, it is agreed that in no event will NTI be responsible for loss, damage or liability beyond the limits and conditions of NTI's available insurance. NTI will not be responsible for any loss or liability arising from the negligence of Client or by other persons or entities employed by Client.

### 7.0 COMPENSATION

- a. NTI's Proposal specifies if the fee is a fixed fee or an estimate based on set rates. Unless specifically stated in the Proposal Client acknowledges that the fee estimate will not be construed to be a maximum or not to exceed amount.
- b. NTI will submit invoices to client monthly, and a final invoice upon completion of Services. Invoices will show charges based on current NTI Fee Schedule or other basis agreed upon in writing. A detailed separation of charges and backup data will be provided at Client's request.
- c. Client shall notify NTI immediately if there are any issues relating to the invoice format, amounts, name of responsible party or any other factors preventing payment of the invoice as submitted.
- d. Unless specifically stated in the Proposal, NTI's fees will not be subject to retainage.
- e. Unless specifically stated in the Proposal, payment of invoices for NTI Services shall not be contingent upon project financing or payments received by the Client from other parties.
- f. The Client will pay the balance stated on the invoices unless Client notifies NTI in writing of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. NTI will strive to resolve Client's concerns in a timely manner as long as the balance of the invoice is paid within the terms of this Contract. In the event Client fails to bring a billing dispute to NTI's attention within the 15-day period, Client waives the right to later dispute the invoice.
- g. Payment is due upon receipt of invoice and is considered past due thirty (30) days from invoice date. On past due accounts, Client will pay a late charge of 1.5(%) per month, or the maximum allowed by law.



## GENERAL TERMS & CONDITIONS

- h. In the event Client fails to pay NTI within sixty (60) days following invoice date, NTI may consider the default a total breach of this Contract and all duties of NTI under this Contract will be terminated.
- i. Partial payments received will first be applied to accrued late charges, then expenses and then to the principal balance.
- j. Client agrees that NTI may increase its billing rates/fees on each anniversary of this Contract.

### 8.0 OWNERSHIP OF DOCUMENTS / SAMPLES

- a. The Client acknowledges that the reports, data, plans, specifications, representations, correspondence and all other documents prepared by NTI as part of its Services under this Contract (collectively referred to as "Documentation") are instruments of NTI's service to Client. Client agrees to save, defend, indemnify and hold NTI and its officers, directors, shareholders, employees and agents harmless from and against all claims, damages, losses and related expenses (including, without limitation, all reasonable attorney fees, disbursements, expert witness fees and all costs of court and litigation) in any manner arising from or pertaining to: (a) any re-use of the Documentation without the prior written authorization of NTI or, (b) claim(s) by any third party (other than Client) to whom Client distributed or provided any of the Documentation, either directly, through an agent, or by requesting that NTI provide it to the third party, without the prior written authorization of NTI.
- b. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- c. NTI will retain all pertinent records concerning Services performed for a period of two (2) years after the report is sent; during that time the records will be made available to the Client during NTI's normal business hours.
- d. NTI will retain representative samples for 30 days after submission of NTI report. Upon request by Client, samples can be shipped, charges collect, to destination selected by Client; or NTI can store them for an agreed upon storage charge.

### 9.0 DISPUTES

- a. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Contract, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to litigation.
- b. In the event of any litigation arising out of or relating to this Contract or the Services, the prevailing party shall be entitled to reasonable attorneys' and experts' fees, court costs and other costs of collection including NTI's labor costs in connection with the prosecution of any collection lawsuit.

### 10.0 LIMITATION OF LIABILITY

- a. CLIENT understands that the Services provided by NTI involve the application of scientific and technical skill, judgment and discretion that is not an exact science and that NTI cannot and does not guaranty the results of its Services. Instead, NTI agrees to perform the Services according to the Standard of Care.
- b. NTI's liability to the Client and all contractors and subcontractors on the project, for damages due to professional negligence, negligence or breach of any other obligation to Client or others, will be limited to an amount not to exceed \$20,000 or NTI's fee, whichever is less.
- c. Client will notify any contractor or subcontractor who performs work in connection with any work done by NTI of the limitations of liability for design defects, errors, omissions, or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitations of liability on their part as against NTI. In the event the Client fails to obtain a like limitation and indemnity, Client agrees to indemnify NTI for any liability to any third party.
- d. NTI shall have no liability for any failure to perform or delay in performance due to any circumstances beyond its reasonable

control. Additionally, in no event shall NTI be liable or responsible to Client or any other person for any consequential, special, incidental, exemplary, or punitive damages, including but not limited to, governmental fines, penalties or liabilities, lost profits or other economic loss (whether arising from negligence, errors, omissions, breach of contract, breach of warranty, tort, strict liability or otherwise), resulting from any claimed defect or deficiency in the Services provided by NTI or any failure by NTI to provide Services.

### 11.0 TERMINATION

- a. This agreement may be terminated by either party upon seven (7) days written notice if there is substantial failure by the other party to perform. Termination will not be effective if substantial failure is remedied before expiration of the seven days. Upon termination other than for NTI's default, NTI will be paid for Services rendered plus reasonable termination expenses.
- b. If the Contract is terminated prior to completion of all reports contemplated by the agreement, or suspended for more than three (3) months, NTI may complete analysis and records as are necessary to complete its files and may complete a report on the Services performed. Termination or suspension expenses will include direct costs of completing analysis, records and report.

### 12.0 ASSIGNS

- a. Neither party may assign duties or interest in the Contract without the written consent of the other party.

### 13.0 MISCELLANEOUS

- a. If any provision or provisions of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- b. This Contract is the entire agreement between NTI and Client and it supersedes all prior written or oral agreements with respect to the subject matter hereof. No amendment or assignment of the Contract shall be effective unless agreed to in a writing signed by authorized representatives of both parties.
- c. The provisions of this Contract relating to the limitation of liability and damages, warranties, indemnification, use of plans, specifications, reports and all other Documentation provided by NTI and those specifying choice of law, dispute resolution, notice, waiver, and severability shall survive termination of this Contract.
- d. The terms of this Contract and its enforcement and interpretation shall be governed by the laws of the state where the project is located. If any provision of this Contract is determined to be unlawful, invalid or unenforceable, that provision shall be severed from the Contract and shall not render this Contract, or any other of its other provisions, unlawful, invalid or unenforceable.

### 14.0 PRE-LIEN NOTICE

- a. By signing this Contract Client represents and warrants that it either owns fee title to, or has the legal right to direct NTI to perform Services in connection with, the site of the project and that there is presently nothing to prevent NTI from filing a lien against the site of the project.
- b. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- c. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.