

CONTRACT FOR SERVICES

This AGREEMENT, made this ____ day of September, 2012, between the City of Ramsey, a political subdivision (“CITY”) and Sauter & Sons, Inc. (“CONTRACTOR”).

The CITY has awarded to the CONTRACTOR the job described below:

A. PROJECT DESCRIPTION:

The goal of this project is to provide a clean site for future development.

B. PROJECT LOCATION:

The City owns the property located at 8020 147 Ave NW, City Ramsey, County of Anoka, State of Minnesota (PID 29322514009) (the “Property”).

C. PERFORMANCE TERM:

CONTRACTOR shall complete the Work on or before November 15, 2012.

D. WORK SPECIFICATIONS:

1. CONTRACTOR shall demolish and remove both existing structures from the Property;
2. CONTRACTOR shall remove all existing concrete, curb/gutter, sidewalk, bollards and pavement;
3. CONTRACTOR shall remove shipping docks; including the existing retaining wall and platform;
4. CONTRACTOR shall remove all existing fencing on the south side of the Property, accessory structures and debris;
5. CONTRACTOR shall remove all known underground water pipes, electrical wire, gas lines and visible irrigation pipes. The CONTRACTOR shall contact gas provider and electrical provider to coordinate the shut off/disconnection of services and removal of infrastructure to the property line;
6. CONTRACTOR shall remove all air conditioning units and follow disposition regulations;
7. CONTRACTOR shall remove existing westerly septic tank and drainage field piping, as outlined in the attached reference map. The CITY will be removing the eastern septic tank. CONTRACTOR shall notify the CITY when the septic tank and drain field is removed;

8. CONTRACTOR shall abandon the two existing wells, as outlined in the attached reference map according to the State of Minnesota Well Code;
9. CONTRACTOR shall grade the site flat except where necessary to allow for proper drainage;
10. CONTRACTOR shall see the Property in order to establish turf. CONTRACTOR shall determine appropriate seed mix necessary to establish turf in the disturbed areas; the CITY will not dictate a specific seed mix. CONTRACTOR is not required to import topsoil;
11. The Property is a 1.43 acres and therefore the CONTRACTOR shall be responsible for attaining required permits (NPDES);
12. CONTRACTOR shall obtain a demolition permit from the CITY;
13. CONTRACTOR understands that upon awarding the Work, the CITY reserves the right to remove fixtures and equipment from the Property, including buildings, for up to twenty days with said 20 days expiring on October ____, 2012.

The above 13 paragraphs describing the CONTRACTORS duties pursuant to this contract are herein referenced the "Work".

E. COMPLIANCE WITH APPLICABLE REGULATIONS:

CONTRACTOR shall, pursuant to performance, comply with all applicable rules, regulations, statutes or ordinances of any other unit or agency of government, including but not limited to those relating to non-discrimination in hiring or labor practices, payment of all required withholding taxes, workers' compensation and unemployment compensation insurance, liability insurance, OSHA or other safety rules and regulations, construction practices, environmental practices, wetland protection measures, vehicular safety and/or weight restrictions, refuse disposal practices, and notices to employees, whether or not such rules, regulations, statutes or ordinances are set forth or adopted by reference in the Submission Requirements herein. Pursuant to Laws of Minnesota 1995, Chapter 31, if CONTRACTOR shall fail to pay any subcontractor hired by CONTRACTOR under this project within 10 days after CONTRACTOR receives payment from CITY for work for which CONTRACTOR is liable to any subcontractor, CONTRACTOR shall be liable to the subcontractor for interest on the unpaid balance, at the rate of 1.5 per cent per month. Any subcontractor aggrieved by CONTRACTOR'S failure to remit payment to the subcontractor shall, for the purpose of enforcement, be considered a third-party beneficiary of this contract. However, nothing in this contract shall be deemed to impose upon CITY any duty to monitor, enforce or otherwise become involved in payments from CONTRACTOR to any subcontractor.

F. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless CITY from any liability arising out of CONTRACTOR's failure to observe compliance with any CONTRACTOR requirements herein, specifically including, without limitation, liability arising out of the improper disposal or storage of any hazardous waste by CONTRACTOR or any entity hired or used by CONTRACTOR for such disposal.

G. INSURANCE REQUIREMENTS:

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:

- a. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- b. Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles).
- c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance.

2. Minimum Limits of Insurance: Bidder/contractor/consultant shall maintain NO LESS THAN:

- a. Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability: \$1,000,000 each occurrence. If Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.
- b. Business Automobile Liability and if necessary, Commercial Umbrella Liability: \$1,000,000 each accident for bodily injury and property damage.
- c. Employers Liability: as required by the State of Minnesota

H. WARRANTY OF WORKMANSHIP AND TIMELY COMPLETION:

In addition to any warranty which might be a part of the Plans and Specifications/Proposal, CONTRACTOR warrants that all Work completed in connection with the Work shall be done in a workmanlike and timely manner in accord with applicable industry standards. Where materials are being furnished by CONTRACTOR, CONTRACTOR warrants that all materials will be of good quality and suited for the purpose for which they are intended.

I. COMPLIANCE WITH STATUTORY REQUIREMENTS:

1. *Data Practices Compliance:* CONTRACTOR may have access to data collected or maintained by the City to the extent necessary to perform CONTRACTOR'S Work. CONTRACTOR agrees to maintain all data obtained from the CITY in the same manner as the CITY is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. CONTRACTOR will not release or disclose the contents of data classified as not public to any person except at the written direction of the CITY. CONTRACTOR agrees to defend and indemnify the CITY from any claim, liability, damage or loss asserted against the CITY as a result of CONTRACTOR'S failure to comply with the requirement of the Act or this contract. Upon termination of this contract, CONTRACTOR agrees to return data to the CITY, as requested by the CITY.
2. *Worker's Compensation:* CONTRACTOR shall, at the time of execution of this contract, furnish evidence satisfactory to the CITY that CONTRACTOR maintains or is exempt from maintaining Worker's Compensation coverage, pursuant to Minnesota Statutes Chapter 176.182.
3. *Income Tax Withholding:* Prior to the time of final payment of any amounts owing to CONTRACTOR under this agreement, CONTRACTOR shall furnish a copy of Form IC-134, certified by the Minnesota Department of Revenue, documenting that all withholding tax requirements have been observed by CONTRACTOR.
4. *Audit:* Pursuant to Minnesota Statutes Chapter 16C.05 (subd. 5), the books and records of CONTRACTOR which are relevant to the Work shall be subject to inspection in accord with said statute, for a period of six years from the date of final payment hereunder.

J. NOTICES:

Any notice which is or should be required to be given to CONTRACTOR shall be sufficient if addressed as follows, and deposited, postage prepaid, in the regular United States Mail. Notice shall be deemed to have been received on the third business day following the postmark:

Sauter & Sons, Inc.
6651 141st Ave NW, #3
Ramsey, MN 55303

K. TERMINATION:

Either party may terminate this agreement on 30 days written notice to the other.

L. PAYMENT:

The City received a quote for \$23,500.00 from CONTRACTOR to complete the Work described in this contract which is the full amount of compensation CONTRACTOR will receive for the Work.

The CITY shall remit to CONTRACTOR the amounts billed for services assuming that CONTRACTOR has fully complied with all of the terms of this agreement, completing the Work in a timely and compliant manner.

IN WITNESS WHEREOF, the parties have executed this Agreement the date above written.

CITY OF RAMSEY

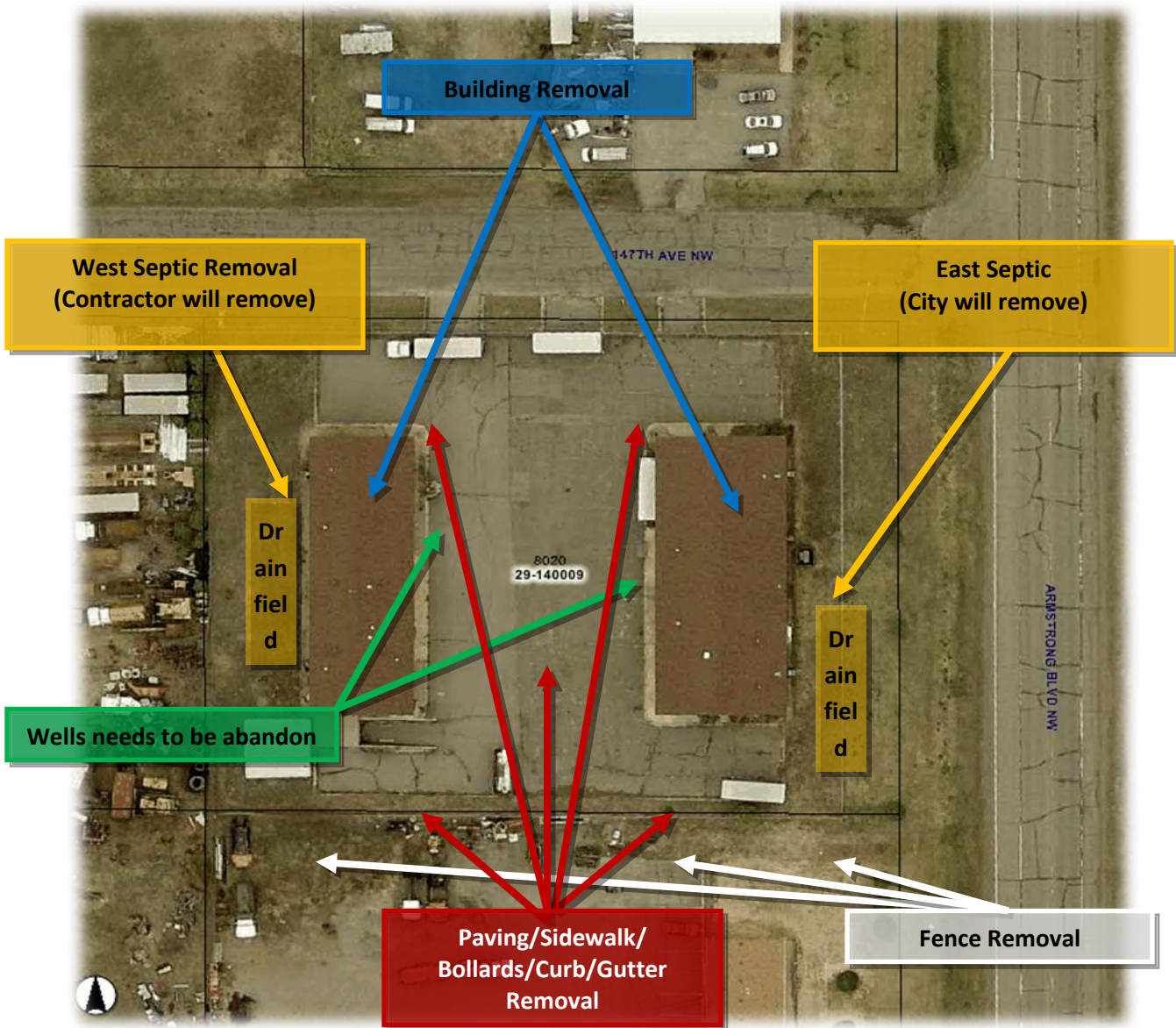
Bob Ramsey, Mayor

Kurt Ulrich, City Administrator

SAUTER & SONS, INC.

By: _____
Tom, Sauter, Its President

APPENDIX A
Reference Map: 8020 147th Ave Nw



APPENDIX C
8020 147TH AVE NW, Well

County	Well Name	Township	Range	Dir	Section	Sub Sections	Depth (ft)	Use	Elevation (ft)	Depth Cased (ft)	SWL	Casing Diameter	Casing Material
Anoka	NORDVIK, DON	32	25	W	29	ADAABA	129	Industrial	874	120	18	4	Steel (black or low carbon)

Minnesota Unique Well No. 615612		County Anoka	Quad Anoka	Quad ID 1208	MINNESOTA DEPARTMENT OF HEALTH WELL AND BORING RECORD Minnesota Statutes Chapter 103J			Entry Date 07/14/1999	Update Date 12/08/2008	Received Date 01/11/1999
Well Name NORDVIK, DON Township Range Dir Section Subsections Elevation 32 25 W 29 ADAABA Elevation Method 7.5 minute topographic map (+/- 5 feet) 874 ft.					Well Depth 129 ft.	Depth Completed 129 ft.	Date Well Completed 11/03/1998			
Well Address 8024 147TH AV NW RAMSEY MN 55303					Drilling Fluid Bentonite	Well Hydrofractured? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No From Ft. to Ft.				
Geological Material					Use Industrial					
SAND & GRAVEL	BROWN	SOFT	0	17	Casing Type Steel (black or low carbon) Joint Threaded Drive Shoe? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
CLAY & GRAVEL	GRAY	SOFT	17	23	No Above/Below ft.					
SAND & GRAVEL	GRAY	SOFT	23	50	Casing Diameter	Weight	Hole Diameter			
CLAY & GRAVEL	BROWN	SOFT	50	110	4 in. to 120 ft.	11 lbs./ft.	8.5 in. to 30 ft.			
SANDROCK	WHITE	SOFT	110	129	Open Hole from ft. to ft.					
					Screen YES Make JOHNSON Type stainless steel					
					Diameter	Slot/Gauze	Length	Set Between		
					2	7	8	120 ft. and 129 ft.		
					Static Water Level 18 ft. from Land surface Date Measured 11/03/1998					
					PUMPING LEVEL (below land surface) ft. after 1 hrs. pumping 40 g.p.m.					
					Well Head Completion Pileless adapter manufacturer MONITOR Model 8PL41UC1 <input type="checkbox"/> Casing Protection <input checked="" type="checkbox"/> 12 in. above grade <input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)					

NO REMARKS		Grouting Info
Located by: Minnesota Geological Survey Method: Digitization (Screen) - Map (124,000)		Grout Mat
Unique Number Verification: Address verification Input Date: 08/19/2008		Grout Mat
System: UTM - Nad83, Zone15, Meters X: 463008 Y: 5009409		Nearest Known Well
		50 feet W
		Well disinfected
		Pump
		Manufacturer
		Length of drive
		Abandoned Well
		No
		Variance Wa
		Well Contract
First Bedrock Franconia		
Last Strat Franconia		
Aquifer Franconia		
Depth to Bedrock 110 ft.		
County Well Index Online Report		615